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
JULY 2, 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Chair Menetrey noted H. 2 had been withdrawn and also noted there would be a hard stop at 11:00 AM for a closed session item. He noted further that item CA. 9 required a 4/5th and CA. 2 was being pulled for a separate vote. No public comment.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA3. **Auditor**

Adopt a Resolution Establishing Health Insurance Contributions for Current Retirees to be Effective September 1, 2024

CA4. **Board of Supervisors**

Ratify Letter of Support for Senate Bill (SB) 1249 (ROTH) as Amended (Supervisor Smallcombe)

CA5. **County Counsel**

Approve Lease Agreement with Mariposa Preschool Cooperative for Fiscal Year 2024/2025 in the Amount of $467.50 Per Month; and Authorize Chair of the Board of Supervisors to Execute Lease Agreement

CA6. **Fire**

Approve Recommended Funding Proposals from the Secure Rural Schools and Community Self-Determination Act of 2000

CA7. **Health and Human Services Agency**

Approve an Agreement with Community Social Model Advocates in the Amount of $375,000 for Inpatient Residential Care; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. **Health and Human Services Agency**

Approve an Agreement with County of Santa Cruz in the Amount of $71,500 for County-Based Medi-Cal Administrative Activities (CMAA)/Targeted Case Management (TCM); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA9. **Health and Human Services Agency**

Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency Environmental Health Division for the Local Assistance Grant Program SB 1383 ($75,000) (4/5ths Vote Required)

CA10. **Health and Human Services Agency**

Approve an Agreement with Mountain Mental Health in the Amount of $600,000 for Counseling; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA11. **Health and Human Services Agency**

Approve an Agreement with Aegis Treatment Center, LLC in the Amount of $150,000 for Outpatient Narcotic Treatment Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. **Health and Human Services Agency**

Approve an Agreement with Mariposa Safe Families in the Amount of $384,000 for Child Abuse Prevention; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA13. **Health and Human Services Agency**

Approve an Agreement with Christine Doss Dba: Transformations Counseling and Community Services in the Amount of $600,000 for Specialty Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Items removed from Consent Agenda

CA2. **Administration**

Approve an Agreement with Tangent in the Amount of $170,000 for Microsoft Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

Chair Menetrey noted this item was pulled for an amendment to the action. No public comment.

AMENDED: Insert the language "in an Amount Not to Exceed."

RESULT:	**Adopted as AMENDED (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

F. Departmental Presentation

Dr. Kristina Keheley/Interim Health and Human Services Agency Director, noted there was an upcoming heat event that would begin the following day and last up to 14 days. She noted that the following day; there would be cooling centers at all branches of the County Library from 11:00 AM to 8:00 PM as well as at McKay Hall from 10:00 AM to 9:00 PM. She noted there would be water and snacks available. She announced if any resident needed assistance to call 209-259-0677.

Steven Ward/Division Chief Cal Fire/County Fire noted there had been a fire safety event held in Greeley Hill. He noted there was a trainer there. He noted they are currently seeking a grant to replace a piece of equipment. He announced that Cal Fire is now at peak staffing levels: three dozers, eighteen engines, and four crews per unit per day. He noted the upcoming heat wave would make fuels more susceptible. He noted there was a press release sent out as there had been a structure fire in Don Pedro which resulted in an arrest.

Shannon Hansen/Public Works and Transportation Director, gave an update on the Downtown Revitalization contract. She noted George Reed would begin July 18th. She further noted that Public Works had been pushing out information and would be hosting a town hall.

G. Public Comment on Non-Agenda Items

Alex Bloom/Economic Development Manager for Mother Lode Job Training gave a few updates and thanked the Board.

H. Regular Agenda Items

1. **Public Works**

Approve the Option to Purchase Hanger #52 at the Mariposa-Yosemite Airport; and Authorize the Board of Supervisors Chair to Sign the Agreement and Any Other Documents Necessary to Execute the Sale (Subject to Approval as to Form by County Counsel)

Samuel Cerveny/Deputy Director of Public Works and Transportation gave the staff report. He noted this was for the purchase of hangar number 52.

Public comment was received by Greg Bean/Hangar 52 owner who noted there was another person who wants to purchase it from him and he does not understand why the County wants it.

In response to Mr. Bean's comment, Mr. Cerveny noted per the Federal Aviation Administration (FAA), an airport needs to be self-sustaining. He noted the payoff and future revenue from leasing or renting the hangar would help move the airport to being more sustainable.

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

2. **Administration**

Request to Vacate Two Open Positions, the Senior Development Services Technician (Sr. DST) and Development Services Technician (DST) Positions; and Allocate an Administrative Analyst I/II – Development Services Permit Coordinator

RESULT: WITHDRAWN

I. Closed Session

9:21 AM Chair Menetrey read the Closed Session items. No public comment was received on any of the closed-session items.

9:23 AM Chair Menetrey recessed the Board into closed session.

1. **County Counsel**

CLOSED SESSION: Conference with Legal Counsel: Anticipated Litigation; Significant Exposure to Litigation Pursuant to Subdivision (b) of Government Code Section 54956.9; Number of Cases to be Discussed: 1

RESULT: CLOSED SESSION HELD

2. **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

3. **County Counsel**

CLOSED SESSION: Conference with Legal Counsel: Anticipated Litigation; Significant Exposure to Litigation Pursuant to Subdivision (b) of Government Code Section 54956.9; Number of Cases to be Discussed: 1

RESULT: CLOSED SESSION HELD

Report Out

10:18 AM Chair Menetrey reconvened and reported out of closed session that for closed session items one and 2, information was received and direction was given, and for closed session item 3, the Board approved to reject claim C24-4 by unanimous vote.

J. Board Information

None.

K. Adjournment

10:19 AM Chair Menetrey adjourned in memory of James R. Wass Jr., Nadine Parish Gray, Rosann Marie Galton Burley, and Janelle Grillo Hall.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-274

MEETING: July 2, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

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

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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 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

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-285

MEETING:	July 2, 2024
TO:	The Board of Supervisors
FROM:	Joe Lynch, County Administrative Officer
RE:	Approve an Agreement with Tangent in the Amount of $170,000 for Microsoft Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Tangent in the Amount of $170,000 for Microsoft Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Microsoft 365 suite is the official productivity platform for Mariposa County. An active license is required for each user, with the subscription being renewed annually. This solution encompasses many critical applications used throughout the county for conducting business, such as email, word processing, spreadsheets, and more.

The value of Microsoft 365 has been especially evident as we adapt to the new normal of teleworking and flexible schedules. The suite has been instrumental in ensuring that our staff can maintain and even improve productivity and the quality of community services we offer. Renewing our subscription to Microsoft 365 is a crucial step in supporting our ongoing efforts to navigate and thrive in a constantly changing environment.

By continuing our investment in Microsoft 365, we are not only equipping our employees with the tools they need to perform their duties efficiently but also committing to a platform that supports collaboration, security, and innovation across all departments.

We seek the Board's approval to renew the Microsoft 365 subscription to uphold our commitment to productivity and community service excellence.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The board routinely reviews and approves contracts of this size and scope.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve. Staff would return to server-based, computer-specific mechanisms of document generation, storage, and communication.

FINANCIAL IMPACT

The budget for this contract is included in the FY25 budget.

ATTACHMENTS

1. Agreement with Tangent for Microsoft 365 Services

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 - Tangent Licensing Renewal 2024

Anthony Rios
Mariposa County
arios@mariposacounty.org
P.O. Box 1268
5100 Bullion St., 1st Flr
Mariposa, CA 95338
USA
(209) 742-6022

Ship To:
P.O. Box 1268
5100 Bullion St., 1st Flr
Mariposa, CA 95338

Reference# QUO-02214-J4W3V2
Prepared: 6/3/2024 3:28 PM
Expires: 7/3/2024
Prepared by: David Baquerizo
Senior Account Manager
DavidB@tangent.com

Products & Services

Item	Qty	Unit Price		Extended
DMARC Report Monitoring - Tangent-Managed - Per Domain - Plus Plan	1	$995.00	Annual Subscription	$995.00
Office 365 Support	1	$1,650.00	Annual Subscription	$1,650.00
Exchange Online (Plan 1) - 1y	135	$48.00	Annual Subscription	$6,480.00
M365 Audio Conferencing-GCC Adoption Promo	600	$0.00	Monthly Subscription	$0.00
O365 GCC G3-1Y	565	$264.00	Annual Subscription	$149,160.00
Project Plan 3 for GCC - 1y	5	$360.00	Annual Subscription	$1,800.00
Power BI Pro for Government - 1y	5	$120.00	Annual Subscription	$600.00
Visio Plan 2 - 1y	1	$180.00	Annual Subscription	$180.00
DMARC Term Shift Proration 7/5/2024 - 10/14/24 *Shifting DMARC renewal from 10/14/24 to 7/5/24 and prorating time paid $995.00 @ 102 days*	1	($278.05)	One Time	($278.05)

Subtotal	$160,586.95
Freight	
Total	**$160,586.95**

This total does not include any applicable taxes.

Questions? Contact me



David Baquerizo
DavidB@tangent.com
Senior Account Manager
(800) 342-9388 x2139

Notes:
Microsoft licensing, support and DMARC
Renewal Term: 7/5/2024 - 7/4/2025

Questions? Contact me



David Baquerizo
DavidB@tangent.com
Senior Account Manager
(800) 342-9388 x2139

Office 365 Licensing Terms and Conditions

These Terms & Conditions (this "Terms", "Conditions", "Agreement") is between Tangent Computers, Corporation ("Tangent", "Us", "Company", "Tangent Inc.") and the individual or entity that has executed this Agreement ("You"). This Agreement sets forth the terms and conditions that govern orders placed by You for Services under this Agreement. If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to the terms and conditions of this agreement and, in such event, "you" and "your" as used in this agreement shall refer to such entity. If you do not have such authority, or if you or such entity do not agree to the terms and conditions of this agreement, you may not use the services.

Terms & Services. These conditions are valid for the order which these conditions accompany. Services provided under this Agreement shall be provided for the Services Period defined in Your order, unless earlier suspended or terminated in accordance with this Agreement or the order. If stated in the Service Specifications, **Cloud Services that are ordered will Auto Renew** for additional Services Periods unless (i) You provide Tangent with written notice no later than thirty (30) days prior to the end of the applicable Services Period of Your intention not to renew such Cloud Services, or (ii) Tangent provides You with written notice no later than thirty (30) days prior to the end of the applicable Services Period of its intention not to renew such Cloud Services.

Upon the end of the Services, licenses provided by Tangent will be removed from the Microsoft 365 tenant. Any services utilizing the removed Services may fall into a degraded state subject to Microsoft's data removal policies.

Tangent may terminate the Services due to nonpayment if said invoices are not cured within 30 days after Tangent's initial notice thereof. Any suspension or termination by Tangent under this paragraph shall not excuse You from Your obligation to make payment(s) under this Agreement.

Fees. All fees payable to Tangent are due on the invoice date. Once placed, Your order is noncancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that Tangent must pay based on the Services You ordered, except for taxes based on Tangent's income.

Price Changes. Pricing on a contract is protected for the duration of that contract designated in the Portal. Tangent may change monthly charges for increases during the prepaid period. Pricing is subject to change at any time without notice. Reason for price change can include but is not limited to change in tax rate, quantity, capacities from Microsoft, and daily consumption rate.

Quantity Additions and New Primary Services. Quantity Additions are any increase to the quantity of an existing subscription. New Primary Services are any new product subscription that is not already provisioned to an existing contract with a stated Services Period.

Subscriptions will become active at the time of provisioning and will become available to the Customer immediately.

Any New Primary Service added during the Services Period will have unique start/end dates from the other products if ordered on a different day, except as provided by this agreement.

Customers may mix both monthly and annual Services Periods.

Monthly Services Periods. Both quantity additions and New Primary Services will share the same expiration date as the originally purchased Services.

Both quantity additions and New Primary Services will be prorated for the days remaining in the current Services Period on the following month's invoice. Ex. "Customer's next invoice date is June 1st. Customer places an order on May 15th, Customer's June 1st invoice will be for the last 16 days of May, plus all of June."

Annual Services Periods. Quantity additions will share the same expiration date as the originally purchased Services. New Primary Services will have unique start/end dates from the other products if ordered on a different day. Quantity additions will be prorated for the days remaining on the annual Services Period and will be invoiced within 5 business days.

Ex. "Customer's annual Services Period for an existing Service renews on December 15th. Customer adds quantity to the service on May 15th, Customer will be invoiced for the remaining 214 days of the annual Services Period."

New Primary Services will be billed upfront for a new annual Services Period.

Service Reductions and Cancellations. Service reductions are not prorated or refundable, except as provided in this Agreement.

Customer is responsible for notifying Tangent in writing of the reduction or cancellation.

Customer is responsible for unassigning cancelled services from affected users prior to the service reduction or cancellation.

Monthly Services Periods. No refunds or credits will be issued for time remaining on removed or cancelled Services.

Annual Services Periods. Services cancelled within 48 hours of provisioning will be refunded only after Tangent has been notified in writing by the Customer that Services are cancelled, and Tangent has been issued the credit for said Services by Microsoft. The amount refunded to the Customer will match the credit issued to Tangent by Microsoft. No cancellations or reductions are permitted after 48 hours of provisioning until the annual Services Period renewal date.

Non-Payment and Service Shut Off. Services invoiced are subject to shut-off if the associated invoice is left unpaid over 30 days past the invoice due date.

Termination. You can cancel an agreement contract at any point in time. NO partial credits will be issued for cancelations. Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Sites and to order, receive and use the Services, at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law.

If either party breaches a material term of this Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the nonbreaching party may terminate the order under which the breach occurred.

If Tangent terminates the order as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement, You may not use those Services ordered.

Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

Rights Granted. For the duration of the Service Period and subject to Your payment obligations, and except as otherwise set forth in this Agreement or Your order, You have the nonexclusive, non-assignable, royalty free, worldwide limited right to access and use the Services that You ordered, including anything developed by Tangent and delivered to You as part of the Services, solely for Your internal business operations and subject to the terms of this Agreement and Your order, including the Service Specifications.

You may allow Your Users to use the Services for this purpose and You are responsible for Your Users' compliance with this Agreement and the order. You do not acquire under this Agreement any right or Service to use the Services, including the Tangent Programs and Services Environment, in excess of the scope and/or duration of the Services stated in Your order. Upon the end of the Services ordered, Your right to access and use the Services will terminate.

Except as otherwise expressly set forth in Your order for certain Cloud Services offerings (e.g., a private cloud hosted at Your facility), You acknowledge that Tangent has no delivery obligation for Tangent Programs and will not ship copies of such programs to You as part of the Services.

The Services may contain or require the use of Separately Serviced Third Party Technology. You are responsible for complying with the Separate Terms specified by Tangent that govern Your use of Separately Serviced Third Party Technology. Tangent may provide certain notices to You in the Service Specifications, Program Documentation, readme or notice files in connection with such Separately Serviced Third Party Technology. The third party owner, author or provider of such Separately Serviced Third Party Technology retains all ownership and intellectual property rights in and to such Separately Serviced Third Party Technology.

As part of certain Cloud Services offerings, Tangent may provide You with access to Third Party Content within the Services Environment. The type and scope of any Third Party Content is defined in the Service Specifications applicable to Your order. The third party owner, author or provider of such Third Party Content retains all ownership and intellectual property rights in and to that content, and Your rights to use such Third Party Content are subject to, and governed by, the terms applicable to such content as specified by such third party owner, author or provider.

Ownership and Restrictions. You retain all ownership and intellectual property rights in and to Your Content and Your Applications. Tangent or its licensors retain all ownership and intellectual property rights to the Services, including Tangent Programs and Ancillary Programs.

Use of the Services. You are responsible for identifying and authenticating all Users, for approving access by such Users to the Services, for controlling against unauthorized access by Users, and for maintaining the confidentiality of usernames, passwords and account information. By federating or otherwise associating Your and Your Users' usernames, passwords and accounts with Tangent services, You accept responsibility for the confidentiality and timely and proper termination of user records in Your local (intranet) identity infrastructure or on Your local computers. Tangent is not responsible for any harm caused by Your Users, including individuals who were not authorized to have access to the Services but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis in Your local identity management infrastructure or Your local computers. You are responsible for all activities that occur under Your and Your Users' usernames, passwords or accounts or as a result of Your or Your Users' access to the Services, and agree to notify Tangent immediately of any unauthorized use. You agree to make every reasonable effort to prevent unauthorized third parties from accessing the Services.

You agree not to use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, including Your Content, Your Applications and Third Party Content, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Tangent under this Agreement, Tangent reserves the right, but has no obligation, to take remedial action if any material violates the restrictions in the foregoing

sentence (the "Acceptable Use Policy"), including the removal or disablement of access to such material. Tangent shall have no liability to You in the event that Tangent takes such action. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Your Content and Your Applications. You agree to defend and indemnify Tangent against any claim arising out of a violation of Your obligations under this section.

You are required to accept all patches, bug fixes, updates, maintenance and service packs (collectively, "Patches") necessary for the proper function and security of the Services, including for the Tangent Programs, as such Patches are generally released by Tangent as described in the Service Specifications. Tangent is not responsible for performance or security issues encountered with the Cloud Services that result from Your failure to accept the application of Patches that are necessary for the proper function and security of the Services. Except for emergency or security related maintenance activities, Tangent will coordinate with You the scheduling of application of Patches, where possible, based on Tangent's next available standard maintenance window.

Non-disclosure. By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). We each agree to disclose only information that is required for the performance of obligations under this Agreement, except as required by law. Confidential information shall be limited to the terms and pricing under this Agreement, Your Content and Your Applications residing in the Services Environment, and all information clearly identified as confidential at the time of disclosure.

A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

We each agree not to disclose each other's Confidential Information to any third party other than as set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, Tangent will hold Your Confidential Information that resides within the Services Environment in confidence for as long as such information resides in the Services Environment. We each may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Tangent will protect the confidentiality of Your Content or Your Applications residing in the Services Environment in accordance with the Tangent security practices defined as part of the Service Specifications applicable to Your order. In addition, Your Personal Data will be treated in accordance with these terms below. Nothing shall prevent either party from disclosing the terms or pricing under this Agreement or orders placed under this Agreement in any legal proceeding arising from or in connection with this Agreement or from disclosing the Confidential Information to a governmental entity as required by law.

Data Protection. In performing the Services, Tangent will comply with the Tangent Services Privacy Policy and incorporated herein by reference. The Tangent Services Privacy Policy is subject to change at Tangent's discretion; however, Tangent policy changes will not result in a material reduction in the level of protection provided for Your Personal Data provided as part of Your Content during the Services Period of Your order. You agree to provide any notices and obtain any consents related to Your use of the Services and Tangent's provision of the Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data.

The Service Specifications applicable to Your order define the administrative, physical, technical and other safeguards applied to Your Content residing in the Services Environment, and describe other aspects of

system management applicable to the Services. You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content and Your Applications, including any viruses, Trojan horses, worms or other programming routines contained in Your Content or Your Applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data. You may not provide Tangent access to health, payment card or similarly sensitive personal information that imposes specific data security obligations for the processing of such data unless specified in Your order.

Third Party Web Sites, Content, Products and Services. The Services may enable You to link to, transmit Your Content to, or otherwise access, other Web sites, content, products, services, and information of third parties. Tangent does not control and is not responsible for such Web sites or any such content, products, services and information accessible from or provided through the Services, and You bear all risks associated with access to and use of such Web sites and third party content, products, services and information.

Any Third Party Content made accessible by Tangent in or through the Services Environment is provided on an "as-is" and "as available" basis without any warranty of any kind. Third Party Content may be indecent, offensive, inaccurate, infringing or otherwise objectionable or unlawful, and You acknowledge that Tangent is not responsible for and under no obligation to control, monitor or correct Third Party Content; however, Tangent reserves the right to take remedial action if any such content violates applicable restrictions under this Agreement, including the removal of, or disablement of access to, such content.

You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties such as Facebook™, YouTube™ and Twitter™, etc. (each, a "Third Party Service"), depend on the continuing availability of such third parties' respective application programming interfaces (APIs) for use with the Services. Tangent may update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by Tangent in its sole discretion, Tangent may cease providing access to the affected Third Party Content or Third Party Services without any liability to You. Any changes to Third Party Content, Third Party Services or APIs, including their availability or unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes. Any Third Party Content that You store in Your Services Environment will count towards any storage or other allotments applicable to the Cloud Services that You ordered.

Services Tools and Ancillary Programs. Tangent may use tools, scripts, software, and utilities (collectively, the "Tools") to monitor and administer the Services and to help resolve Your Tangent service requests. The Tools will not collect or store any of Your Content or Your Applications residing in the Services
Environment, except as necessary to provide the Services or troubleshoot service requests or other problems in the Services. Information collected by the Tools (excluding Your Content and Your Applications) may also be used to assist in managing Tangent's product and service portfolio, to help Tangent address deficiencies in its product and service offerings, and for Service and Services management. As part of the Cloud Services, Tangent may provide You with on-line access to download certain Ancillary Programs for use with the Services. If Tangent does not specify separate terms for such Ancillary Programs, then, subject to Your payment obligations, You have the non-exclusive, nonassignable, royalty free, worldwide limited right to use such Ancillary Programs solely to facilitate Your access to, operation of, and/or use of the Services Environment, subject to the terms of this Agreement and Your order, including the Services Specifications. Your right to use such Ancillary Programs will

terminate upon the earlier of Tangent's notice (which may be through posting on a URL designated by Tangent), the end of the Cloud Services associated with the Ancillary Programs, or the date on which the Service to use the Ancillary Programs ends under the Separate Terms specified for such programs.

Service Analyses. Tangent may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services Environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Tangent may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content or Confidential Information in a form that could serve to identify You or any individual, and Service Analyses do not constitute Personal Data. Tangent retains all intellectual property rights in Service Analyses.

Export. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. You agree that such export laws govern Your use of the Services (including technical data) and any Services deliverables provided under this Agreement, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. You acknowledge that the Cloud Services are designed with capabilities for You and Your Users to access the Services Environment without regard to geographic location and to transfer or otherwise move Your Content and Your Applications between the Services Environment and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts, as well as export control and geographic transfer of Your Content and Your Applications.

Third Party consent. You shall obtain at Your sole expense any rights and consents from third parties necessary for Your Content, Your Applications, and Third Party Content, as well as other vendor's products provided by You that You use with the Services, including such rights and consents as necessary for Tangent to perform the Services under this Agreement. You agree to provide Tangent with all information, access and full good faith cooperation reasonably necessary to enable Tangent to provide the Services and You will perform the actions identified in Your order as Your responsibilities.

Government Rules, Regulation, and Compliance. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services. You are responsible for making Tangent aware of any technical requirements that result from Your regulatory obligations prior to entering into an order governed by this Agreement. Tangent will cooperate with Your efforts to determine whether use of the standard Tangent Services offering is consistent with those requirements. Additional fees may apply to any additional work performed by Tangent or changes to the Services.

Audit. Tangent may audit Your use of the Services (e.g., through use of software tools) to assess whether Your use of the Services is in accordance with Your order and the terms of this Agreement. You agree to cooperate with Tangent's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Services in excess of Your rights. If You do not pay, Tangent can end Your Services and/or Your order. You agree that Tangent shall not be responsible for any of Your costs incurred in cooperating with the audit.

Assignment. You may not assign this Agreement or give or transfer the Services (including the Tangent Programs) or an interest in them to another individual

or entity. Additionally no provision shall be construed to grant rights You may otherwise not have with respect to Separately Serviced Third Party Technology Serviced under open source or similar Service terms.

No Joint Venture. Tangent is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance. You understand that Tangent's business partners and other third parties, including any third party firms retained by You to provide consulting or implementation services or applications that interact with the Cloud Services, are independent of Tangent and are not Tangent's agents. Tangent is not liable for, bound by, or responsible for any problems with the Services arising due to, any acts of any such business partner or third party, unless the business partner or third party is providing Services as an Tangent subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as Tangent would be responsible for Tangent resources under this Agreement.

Warranties, Disclaimer, and Limitation Of Liability. Tangent warrants that it will perform (i) Services in all material respects as described in the preceding order form, and (ii) Professional Services in a professional manner in accordance with the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide written notice to Tangent that describes the deficiency in the Services (including, as applicable, the service request number notifying Tangent of the deficiency in the Services).

TANGENT DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT TANGENT WILL CORRECT ALL SERVICES ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH YOUR CONTENT OR YOUR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS, SERVICES OR DATA NOT PROVIDED BY TANGENT, AND (C) THE SERVICES WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. YOU ACKNOWLEDGE THAT TANGENT DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. TANGENT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. TANGENT IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT, YOUR APPLICATIONS OR THIRD PARTY CONTENT. TANGENT DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF THIRD PARTY CONTENT OR SERVICES, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT OR SERVICES.

FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND TANGENT'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF TANGENT CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND TANGENT WILL REFUND TO YOU THE FEES FOR THE TERMINATED SERVICES THAT YOU PREPAID TO TANGENT FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, ARE

EXPRESSLY EXCLUDED, INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR
LIMITATION OF LIABILITY NOTHING IN THIS AGREEMENT SHALL LIMIT TANGENT'S LIABILITY FOR PERSONAL INJURY OR DEATH CAUSED BY THE NEGLIGENCE OF
TANGENT, OR TANGENT'S LIABILITY IN THE TORT OF DECEIT. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), DATA, OR DATA USE. TANGENT'S AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL AMOUNTS ACTUALLY PAID TO TANGENT FOR THE SERVICES UNDER THE ORDER GIVING RISE TO THE LIABILITY IN
THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED BY YOU FROM TANGENT UNDER SUCH ORDER.

Indemnification. Subject to the terms of this Section 14 (Indemnification), if a third party makes a claim against either You or Tangent
("Recipient" which may refer to You or Tangent depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or Tangent ("Provider" which may refer to You or Tangent depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following: a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law); b. gives the Provider sole control of the defense and any settlement negotiations; and c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a Service to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the Service for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects Tangent's ability to meet its obligations under the relevant order, then Tangent may, at its option and upon 30 days prior written notice, terminate the order.

The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient, or continues to use the applicable Material after the end of the Service to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, service, data, hardware or material not furnished by the Provider. Tangent will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or Services not provided by Tangent. Tangent will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible to You within or from the Services (e.g., a social media post from a third party blog or forum, a

third party Web page accessed via a hyperlink, etc.). Tangent will not indemnify You for infringement caused by Your actions against any third party if the Services as delivered to You and used in accordance with the terms of this Agreement would not otherwise infringe any third party intellectual property rights. Tangent will not indemnify You for any intellectual property infringement claim(s) known to You at the time Services rights are obtained.

The term "Material" defined above does not include Separately Serviced Third Party Technology. Solely with respect to Separately Serviced Third Party Technology that is part of or is required to use the Cloud Services and that is used: (a) in unmodified form; (b) as part of or as required to use the Cloud Services; and (c) in accordance with the usage grant for the relevant Cloud Services and all other terms and conditions of this Agreement, Tangent will indemnify You for infringement claims for Separately Serviced Third Party Technology to the same extent as Tangent is required to provide infringement indemnification for Materials under the terms of the Agreement.

Notice; Informal Dispute Resolution. You and Tangent agree that each party will notify the other party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice to Tangent shall be sent by certified mail or courier to 191 Airport Boulevard Burlingame, CA 94010 USA. Your notice must include (a) your name, postal address, telephone number, the email address you use or used for your Tangent account and, if different, an email address at which you can be contacted, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that you are seeking. Our notice to you will be sent electronically in accordance with this agreement and will include (x) our name, postal address, telephone number and an email address at which we can be contacted with respect to the Dispute, (y) a description in reasonable detail of the nature or basis of the Dispute, and (z) the specific relief that we are seeking. If you and Tangent cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either you or Tangent may, as appropriate and in accordance with this Section, commence an arbitration proceeding or, to the extent specifically provided for or, file a claim in court.

Process. EXCEPT FOR DISPUTES ARISING OUT OF OR RELATED TO A VIOLATION OF SECTION OR DISPUTES IN WHICH EITHER PARTY SEEKS TO BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT OR SEEKS INJUNCTIVE OR OTHER EQUITABLE RELIEF FOR THE ALLEGED UNLAWFUL USE OF INTELLECTUAL PROPERTY, INCLUDING, WITHOUT LIMITATION, COPYRIGHTS, TRADEMARKS, TRADE NAMES, LOGOS, TRADE SECRETS OR PATENTS, YOU AND TANGENT AGREE THAT ANY DISPUTE MUST BE COMMENCED OR FILED BY YOU OR TANGENT WITHIN ONE (1) YEAR OF THE DATE THE DISPUTE AROSE, OTHERWISE THE UNDERLYING CLAIM IS PERMANENTLY BARRED (WHICH MEANS THAT YOU AND TANGENT WILL NO LONGER HAVE THE RIGHT TO ASSERT SUCH CLAIM REGARDING THE DISPUTE). You and Tangent agree that (a) any arbitration will occur in the State of California, (b) arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services ("JAMS"), which are hereby incorporated by reference, and (c) that the state or federal courts of the State of California and the United States, respectively, have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county of your billing address if the Dispute meets the requirements to be heard in small claims court.

Authority of Arbitrator. As limited by the FAA, these Terms and the applicable JAMS rules, the arbitrator will have (a) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (b) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these

Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

Rules of Jams. The rules of JAMS and additional information about JAMS are available on the JAMS website. By agreeing to be bound by these Terms, you either (a) acknowledge or agree that you have read and understand the rules of JAMS, or (b) waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

Opt-Out Right. You have the right to opt out of binding arbitration within thirty (30) days of the date you first accepted the terms of this Section by writing to: 191 Airport Boulevard Burlingame, CA 94010 USA. In order to be effective, the-opt out notice must include your full name and clearly indicate your intent to opt out of binding arbitration.

Governing Law and Venue. These Terms, your access to and use of the Sites and your order, receipt and use of the Services shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to conflict of law rules or principles (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the parties that is not subject to arbitration or cannot be heard in small claims court, shall be resolved in the state or federal courts of the State of California and the United States, respectively, sitting in the State of California.

Severability. If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

Miscellaneous. These Terms constitute the entire agreement between you and Tangent relating to your access to and use of the Sites and your order, receipt and use of Services. These Terms, and any rights and Services granted hereunder, may not be transferred or assigned by you without the prior written consent of Tangent. No waiver of any provision of these Terms will constitute a waiver of such provision in any prior, concurrent or subsequent circumstance, and Tangent's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.

Entire Agreement. You agree that these Conditions and the information which is incorporated into this Agreement by written reference (privacy policy) and order form, together is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services. Nothing in this terms excludes or limits Tangent's liability for deceit or fraudulent misrepresentation. It is expressly agreed that the terms of this Agreement and any Tangent order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Tangent document and no terms included in any such purchase order, portal, or other non-Tangent document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and these terms, the order shall take precedence. This Agreement and orders hereunder may not be modified and the rights and Cloud restrictions may not be altered or waived except in a writing signed or accepted online through Tangent by authorized representatives of You and of Tangent. No third party beneficiary relationships are created by this Agreement.

Contact Us. In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

TANGENT SOLUTIONS
191 Airport Boulevard
Burlingame, CA 94010
PHONE: (800)342-9388
EMAIL: O365Admins@tangent.com

Microsoft Volume Licensing

Microsoft Cloud Agreement

US Government Community Cloud

This Microsoft Cloud Agreement is incorporated into the Customer Agreement and entered into between the customer who is a Community member ("Customer") and the person or entity who has entered into a prime contract with the Customer ("Contractor") as an addendum and governs Customer's use of the Microsoft Products. It consists of the terms and conditions below, Use Rights, SLA, and all documents referenced within those documents (together, the "agreement"). It is effective on the date that the Contractor provisions the Customer's Subscription. Key terms are defined in Section 13.

1. Grants, rights and terms.

All rights granted under this agreement are non-exclusive and non-transferable and apply as long as neither Customer nor any of its Affiliates is in material breach of this agreement.

a. **Software.** Upon acceptance of each order, Microsoft grants Customer a limited right to use the Software in the quantities ordered.

(i) ***Use Rights.*** The Use Rights in effect when Customer orders Software will apply to Customer's use of the version of the Software that is current at the time. For future versions and new Software, the Use Rights in effect when those versions and Software are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless Customer chooses to have those changes apply.

(ii) ***Temporary and perpetual licenses.*** Licenses available on a subscription basis are temporary. For all other licenses, the right to use Software becomes perpetual upon payment in full.

b. ***Online Services.*** Customer may use the Online Services as provided in this agreement.

(i) ***Online Services Terms.*** The Online Services Terms in effect when Customer orders or renews a Subscription to an Online Service will apply for the applicable Subscription term. For Online Services that are billed periodically based on consumption, the Online Services Terms current at the start of each billing period will apply to usage during that period.

(ii) ***Suspension.*** Microsoft may suspend use of an Online Service during Customer's violation of the Acceptable Use Policy or failure to respond to a claim of alleged infringement. Microsoft will give Customer notice before suspending an Online Service when reasonable.

(iii) ***End Users.*** Customer controls access by End Users, and is responsible for their use of the Product in accordance with this agreement. For example, Customer will ensure End Users comply with the Acceptable Use Policy.

(iv) ***Customer Data.*** Customer is solely responsible for the content of all Customer Data. Customer will secure and maintain all rights in Customer Data necessary for Microsoft to provide the Online Services to Customer without violating the rights of any third party or otherwise obligating Microsoft to Customer or to any third party. Microsoft does not and will not assume any obligations with respect to Customer Data or to Customer's use of the Product other than as expressly set forth in this agreement or as required by applicable law.

(v) ***Responsibility for your accounts.*** Customer is responsible for maintaining the confidentiality of any non-public authentication credentials associated with Customer's use of the Online Services. Customer must promptly notify customer support about any possible misuse of Customer's accounts or authentication credentials or any security incident related to the Online Services.

c. ***License transfers.*** License transfers are not permitted, except that Customer may transfer only fully-paid perpetual licenses to (1) an Affiliate or (2) a third party, solely in connection with the transfer of hardware or employees to whom the licenses have been assigned to the third party as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer and its Affiliates must uninstall and discontinue using the licensed Product and render any copies unusable. Attempted license transfers that do not comply with this agreement are void.

d. ***Reservation of rights.*** Products are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

e. ***Restrictions.*** Customer may use the Product only in accordance with this agreement. Customer may not (and is not licensed to): (1) reverse engineer, decompile or disassemble any Product or Fix, or attempt to do so; (2) install or

use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer may not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters Customer's use of the Online Services. Except as expressly permitted in this agreement or Product documentation, Customer may not distribute, sublicense, rent, lease, lend, resell or transfer and Products, in whole or in part, or use them to offer hosting services to a third party.

f. Preview releases. Microsoft may make Previews available. **Previews are provided "as-is," "with all faults," and "as-available," and are excluded from the SLA and all limited warranties provided in this agreement.** Previews may not be covered by customer support. Previews may be subject to reduced or different security, compliance, and privacy commitments, as further explained in the Online Services Terms and any additional notices provided with the Preview. Microsoft may change or discontinue Previews at any time without notice. Microsoft also may choose not to release a Preview into "General Availability."

g. Verifying compliance for Products.

(i) Right to verify compliance. Customer must keep records relating to all use and distribution of Products by Customer and its Affiliates. Microsoft has the right, at its expense, to verify compliance with the Products' license terms. Customer must promptly provide any information reasonably requested by the independent auditors retained by Microsoft in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products that Customer hosts, sublicenses, or distributes to third parties. Customer agrees to complete Microsoft's self-audit process, which Microsoft may request as an alternative to a third party audit.

(ii) Remedies for non-compliance. If verification or self-audit reveals any unlicensed use of Products, then within 30 days Customer must order sufficient licenses to cover its use. If unlicensed use or distribution is 5% or more, the Customer may be completely responsible for the costs Microsoft has incurred in verification, to the extent permitted by 31 U.S.C. § 1341 (Anti-Deficiency Act) and other applicable Federal law or similar state law (as applicable). The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. Notwithstanding the foregoing, nothing in this section prevents the Customer from disputing any invoice in accordance with the Contract Disputes Act (41 U.S.C. §§7101-7109), if and as applicable. If there is no unlicensed use, Microsoft will not subject Customer to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other legal means.

(iii) Verification process. Microsoft will notify Customer at least 30 days in advance of its intent to verify Customers' compliance with the license terms for the Products Customer and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not unreasonably interfere with Customer's operations.

2. Subscriptions, ordering.

a. Available Subscription offers. The Subscription offers available to Customer will be established by the Customer Agreement and generally can be categorized as one or a combination of the following:

(i) Online Services Commitment Offering. Customer commits in advance to purchase a specific quantity of Online Services for use during a Term and to pay upfront or on a periodic basis for continued use of the Online Service.

(ii) Consumption Offering (also called Pay-As-You-Go). Customer pays based on actual usage with no upfront commitment.

(iii) Limited Offering. Customer receives a limited quantity of Online Services for a limited term without charge (for example, a free trial) or as part of another Microsoft offering (for example, MSDN). Provisions in this agreement with respect to the SLA and data retention may not apply.

(iv) Software Commitment Offering. Customer commits in advance to purchase a specific quantity of Software for use during a Term and to pay upfront or on a periodic basis for continued use of the Software.

b. Ordering.

(i) Orders must be placed through the Contractor. Customer may place orders for its Affiliates under this agreement and grant its Affiliates administrative rights to manage the Subscription, but, Affiliates may not place orders under this agreement. Customer also may assign the rights granted under Section 1.a and 1.b to a third party for use by that third party in Customer's internal business. If Customer grants any rights to Affiliates or third parties with respect to Software or Customer's Subscription, such Affiliates or third parties will be bound by this agreement

and Customer agrees to be jointly and severally liable for any actions of such Affiliates or third parties related to their use of the Products.

(ii) The Contractor may permit Customer to modify the quantity of Online Services ordered during the Term of a Subscription. Additional quantities of Online Services added to a Subscription will expire at the end of that Subscription.

c. Pricing and payment. Prices for each Product and any terms and conditions for invoicing and payment will be established by the Contractor.

d. Renewal.

(i) Upon renewal of a Subscription, Customer may be required to sign a new agreement, a supplemental agreement or an amendment to this agreement.

(ii) Customer's Subscription will automatically renew unless Customer provides the Contractor notice of its intent not to renew prior to the expiration of the Term.

e. Eligibility for Academic, Government and Nonprofit versions. Customer agrees that if it is purchasing an academic, government or nonprofit offer, Customer meets the respective eligibility requirements listed at the following sites:

(i) For academic offers, the requirements for educational institutions (including administrative offices or boards of education, public libraries, or public museums) listed at www.aka.ms/academiceligibility;

(ii) For government offers, the requirements listed at www.aka.ms/governmenteligibility; and

(iii) For nonprofit offers, the requirements listed at www.aka.ms/nonprofiteligibility.

As an exception to the foregoing, if Customer is not a government entity but has been verified by Contractor to be an eligible member of the Community, then the requirements in (ii) above shall not apply. Microsoft reserves the right to verify eligibility at any time and suspend the Online Service if the eligibility requirements are not met.

f. Taxes. The parties are not liable for any of the taxes of the other party that the other party is legally obligated to pay and which are incurred or arise in connection with or related to the transactions contemplated under this agreement, and all such taxes will be the financial responsibility of the party who is obligated by operation of law to pay such tax.

3. Term, termination.

a. Agreement term and termination. This agreement will remain in effect until the expiration or termination of the Customer Agreement Contract, whichever is earliest.

b. Cancel a Subscription. The Customer Agreement will establish the terms and conditions, if any, upon which Customer may cancel a Subscription.

4. Security, privacy, and data protection.

a. Reseller Administrator Access and Customer Data. Customer acknowledges and agrees that (i) the Contractor will be the primary administrator of the Online Services for the Term and will have administrative privileges and access to Customer Data, however, Customer may request additional administrator privileges from its Contractor; (ii) Customer can, at its sole discretion and at any time during the Term, terminate its Contractor's administrative privileges; (iii) the Contractor's privacy practices with respect to Customer Data or any services provided by the Contractor are subject to the terms of the Customer Agreement and may differ from Microsoft's privacy practices; and (iv) the Contractor may collect, use, transfer, disclose, and otherwise process Customer Data, including personal data. Customer consents to Microsoft providing the Contractor with Customer Data and information that Customer provides to Microsoft for purposes of ordering, provisioning and administering the Online Services.

b. If Customer plans to include criminal justice information or federal tax information with its Customer Data, it is Customer's responsibility to ensure compliance with FBI CJIS Policy, including ensuring that all of Customer's and/or Contractor's employees that will have unencrypted access to Customer Data meet the FBI background check. Customer must contact Contractor to obtain an applicable amendment to this Government Agreement for that purpose.

c. Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Customer may choose to provide personal information to Microsoft on behalf of third parties (including your contacts, resellers, distributors, administrators, and employees) as part of this agreement. Customer will obtain all required consents from third parties under applicable privacy and data protection laws before providing personal information to Microsoft.

d. Additional privacy and security details are in the Online Services Terms. The commitments made in the Online Services Terms only apply to the Online Services purchased under this agreement and not to any services or products provided by the Contractor. If Customer uses software or services that are hosted by a Reseller, that use will be subject to Reseller's privacy practices, which may differ from Microsoft's.

e. As and to the extent required by law, Customer shall notify the individual users of the Online Services that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by the Contractor or as required by law, and Customer shall obtain the users' consent to the same.

f. Customer appoints the Contractor as its agent for purposes of interfacing with and providing instructions to Microsoft for purposes of this Section 4.

5. Warranties.

a. Limited warranty.

(i) Software. Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date Customer is first licensed for that version. If it does not, and Customer notifies Microsoft within the warranty term, then Microsoft will, at its option, (1) return the price Customer paid for the Software license or (2) repair or replace the Software.

(ii) Online Services. Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are in the SLA. The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. Exclusions. The warranties in this agreement do not apply to problems caused by accident, abuse or use inconsistent with this agreement, including failure to meet minimum system requirements. These warranties do not apply to free or trial products, Previews, Limited Offerings, or to components of Products that Customer is permitted to redistribute.

c. Disclaimer. **Except for the limited warranties above, to the extent not prohibited by applicable law, Microsoft provides no warranties or conditions for Products and disclaims any other express, implied, or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability and fitness for a particular purpose.**

6. Defense of third party claims.

a. By Microsoft. Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted under this agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, as its option, either: (1) modify or replace the Product or fix with a functional equivalent; or (2) terminate Customer's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date.

Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product or Fix after being notified to stop due to a third-party claim.

b. Customer's agreement. Customer agrees that use of Customer Data or non-Microsoft software Microsoft provides or otherwise makes available on Customer's behalf will not infringe any third party's patent, copyright or trademark or make unlawful use of any third party's trade secret. In addition, Customer will not use an Online Service to gain unauthorized access to or disrupt any service, data, account or network in connection with the use of the Online Services.

c. Rights and remedies in case of possible infringement or misappropriation. If Microsoft reasonably believes that a claim under this section may result in a legal bar prohibiting Customer's use of the Product or Fix, Microsoft will seek to obtain the right for Customer to keep using it or modify or replace it with a functional equivalent, in which case Customer must discontinue use of the prior version immediately. If these options are not commercially reasonable, Microsoft may terminate Customer's right to the Product or Fix and refund any amounts Customer has paid for those rights to Software and Fixes and, for Online Services, any amount paid for a usage period after the termination date.

d. Other terms. Customer must notify Microsoft promptly in writing of a claim subject to this section; give Microsoft sole control over the defense and settlement (provided that for any Federal Agency Customers, the control of the defense and settlement is subject to 28 U.S.C. 516); and provide reasonable assistance in defending the claim. Microsoft will

reimburse Customer for reasonable out of pocket expenses that it incurs in helping. The remedies provided in this section are the exclusive remedies for the claims described in this section.

Notwithstanding the foregoing, and solely with respect to Federal Agency Customers, Microsoft's rights set forth in this section (and the rights of the third party claiming infringement) shall be governed by the provisions of 28 U.S.C. § 1498.

7. ***Limitation of liability.*** For each Product, each party's maximum, aggregate liability to the other under this agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the applicable Products during the term of this agreement, subject to the following:

   a. ***Online Services.*** For Online Services, Microsoft's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Online Service during the 12 months before the incident; provided that in no event will Microsoft's aggregate liability for any Online Service exceed the amount paid for that Online Service during the Subscription.

   b. ***Free Products and distributable code.*** For Products provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

   c. ***Exclusions.*** **In no event will either party be liable for loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for loss of use, lost profits, revenues, business interruption, or loss of business information, however caused or on any theory of liability.**

   d. ***Exceptions.*** The limits of liability in this section apply to the fullest extent permitted by applicable law, but do not apply to: (1) the parties' obligations under section 6; or (2) violation of the other's intellectual property rights.

   For Customers that are Federal Agencies, this Section shall not impair the Customer's right to recover for fraud or crimes arising out of or related to this agreement under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

8. ***ITAR Covered Services.*** This section applies to only the ITAR Covered Services, defined below, Customer buys subject to this Agreement. These terms ***only apply if*** Customer provides express notice to Microsoft of Customer's intent to manage ITAR controlled data in the Customer Data during the eligibility validation phase of the online application process.

   a. ***Customer Prerequisites:***

      (i) Customer is responsible for ensuring that the prerequisites established or required by the ITAR are fulfilled prior to introducing ITAR-controlled data into the ITAR Covered Services.

      (ii) Customer acknowledges that the ITAR Covered Services ordered by Customer under this Agreement enable End Users optionally to access and use a variety of additional resources, applications, or services that are (a) provided by third parties, or (b) provided by Microsoft subject to their own terms of use or privacy policies (collectively, for convenience, "add-ons"), as described in services documentation and/or in the portal through which Customer's administrator(s) will manage and configure the ITAR Covered Services.

      (iii) Customer is responsible for reviewing Online Services documentation, configuring the ITAR Covered Services, and adopting and implementing such policies and practices for Customer's End Users' use of ITAR Covered Services, together with any add-ons, as Customer determines are appropriate to comply with the ITAR or other legal or regulatory requirements applicable to Customer and not generally applicable to Microsoft as an IT service provider.

      (iv) Customer acknowledges that only ITAR Covered Services will be delivered subject to the terms of this Section. Processing and storage of ITAR-controlled data in other services, including without limitation add-ons, is not supported. Without limiting the foregoing, data that Customer elects to provide to the Microsoft technical support organization, if any, or data provided by or on Customer's behalf to Microsoft's billing or commerce systems in connection with purchasing or ordering ITAR Covered Services, if any, is not subject to the provisions of this Section. Customer is solely responsible for ensuring that ITAR-controlled data is not included in support information or support case artifacts.

   b. ***Special Terms.***

      (i) ITAR Covered Services. The ITAR Covered Services are cloud services operated in a standardized manner with features and processes common across multiple customers. As part of Customer's preparation to use the ITAR Covered Services for the storage, processing, or transmission of ITAR-controlled data, Customer should review applicable services documentation. Customer's compliance with the ITAR will be dependent, in part, on Customer's configuration of the services and adoption and implementation of policies and practices for

Customer's End Users' use of ITAR Covered Services. Customer is solely responsible for determining the appropriate policies and practices needed for compliance with the ITAR.

c. ***Personnel.*** Microsoft personnel and contractors authorized by Microsoft to access Customer Data (that may include ITAR-controlled data) in the ITAR Covered Services, will be limited to U.S. persons, as that term is defined in the ITAR. Customer may also authorize Microsoft personnel and contractors to access its Customer Data. Customer is solely responsible for ensuring any such authorization is permissible under the ITAR.

d. ***Use of Subcontractors.*** As set forth in the OST, Microsoft may hire subcontractors to provide services on its behalf. Any such subcontractors used in delivery of the ITAR Covered Services will be permitted to obtain Customer Data (that may include ITAR-controlled data) only to deliver the ITAR Covered Services Microsoft has retained them to provide and will be prohibited from using Customer Data for any other purpose. Storage and processing of Customer Data in the ITAR Covered Services is subject to Microsoft security controls at all times and, to the extent subcontractor personnel perform services in connection with ITAR Covered Services, they are obligated to follow Microsoft's policies, including without limitation the geographic restrictions and controls selected by you in the configuration of the ITAR Covered Services. Microsoft remains responsible for its subcontractors' compliance with Microsoft's obligations.

e. ***Notification.*** The Security Incident handling process defined in the OST will apply to the ITAR Covered Services. In addition, the parties agree to the following:

(i) Customer acknowledges that effective investigation or mitigation of a Security Incident involving ITAR-controlled data may be dependent upon information or services configurations within Customer's control. Accordingly, proper treatment of ITAR-controlled data will be a joint obligation between Microsoft and Customer. If Customer becomes aware of any unauthorized release of ITAR-controlled data to Microsoft or the use of a service other than the ITAR Covered Service to store, process, or transmit ITAR-controlled data, Customer will promptly notify Microsoft of such event and provide reasonable assistance and information necessary for Microsoft to investigate and report such event.

(ii) If, subsequent to notification of a Security Incident by Microsoft, Customer determines that ITAR-controlled data may have been subject to unauthorized inspection or disclosure, it is Customer's responsibility to notify the appropriate authorities of such event, or to notify impacted individuals, if Customer determines such notification is required under applicable law or regulation or your internal policies.

(iii) If either party determines it is necessary or prudent to make a voluntary disclosure to the Directorate of Defense Trade Controls regarding the treatment of ITAR-controlled data in the Online Services, such party will work in good faith to notify the other party of such voluntary disclosure prior to providing such voluntary disclosure. The parties will work together in good faith in the development and reporting of any such voluntary disclosure.

f. ***Conflicts.*** If there is any conflict between any provision in this Section and any provision in the agreement, this Section shall control.

9. IRS 1075 Covered Services. This section applies to only the IRS 1075 Covered Services, defined below, Customer buys under the Subscription. These terms only apply if Customer provides express notice to Microsoft of its intent to purchase IRS 1075 Covered Services.

a. ***Customer Prerequisites.***

(i) Customer is responsible to ensure that the prerequisites established or required by IRS Publication 1075 are fulfilled prior to introducing FTI into the IRS 1075 Covered Services.

(ii) Customer acknowledges that the IRS 1075 Covered Services ordered by Customer under the Subscription enable End Users optionally to access and use a variety of additional resources, applications, or services that are (a) provided by third parties, or (b) provided by Microsoft subject to their own terms of use or privacy policies (collectively, for convenience, "add-ons"), as described in services documentation and/or in the portal through which your administrator(s) will manage and configure the IRS 1075 Covered Services.

(iii) Customer is responsible for reviewing Online Services documentation, configuring the services, and adopting and implementing such policies and practices for your End Users' use of IRS 1075 Covered Services, together with any add-ons, as Customer determines are appropriate in order for Customer to comply with IRS Publication 1075 or other legal or regulatory requirements applicable to Customer and not generally applicable to Microsoft as an IT service provider.

(iv) Customer acknowledges that only IRS 1075 Covered Services will be delivered subject to the terms of this section. No other services are supported by the terms of this section. Without limiting the foregoing, data that Customer elects to provide to the Microsoft technical support organization ("Support Data"), if any, or data provided by or on Customer's behalf to Microsoft's billing or commerce systems in connection with

purchasing/ordering IRS 1075 Covered Services ("Billing Data"), if any, is not subject to the provisions of this section. Customer is solely responsible for ensuring that FTI is not provided as Support Data or Billing Data.

b. IRS Publication 1075 Special Terms.

IRS 1075 Covered Services. The IRS 1075 Covered Services are cloud services operated in a standardized manner with features and processes common across multiple customers. As part of your preparation to use the services for FTI, Customer should review applicable services documentation. Customer's compliance with IRS Publication 1075 will be dependent, in part, on Customer's configuration of the services and adoption and implementation of policies and practices for Customer's End Users' use of IRS 1075 Covered Services. Customer is solely responsible for determining the appropriate policies and practices needed for compliance with IRS Publication 1075.

(i) Attachment 1 contains the Safeguarding Contract Language for Technology Services specified by IRS Publication 1075. Microsoft and Customer has agreed that certain requirements of the Safeguarding Contract Language and IRS Publication 1075 will be fulfilled as set forth in the remainder of this section.

(ii) Background Checks. Notwithstanding anything to the contrary in Attachment 1, all screened personnel authorized to have logical access to Customer Data (that may include FTI) in the IRS 1075 Covered Services will meet background check requirements equivalent to those defined in IRS Publication 1075.

(iii) Personnel Records and Training. Microsoft will maintain a list of screened personnel authorized to access Customer Data (that may include FTI) in the IRS 1075 Covered Services, which will be available to Customer or to the IRS upon written request. Customer will treat Microsoft personnel personally identifiable information (PII) as Microsoft trade secret or security-sensitive information exempt from public disclosure to the maximum extent permitted by applicable law, and, if required to provide such Microsoft personnel PII to the IRS, will require the IRS to treat such personnel PII the same.

(iv) Training Records. Microsoft will maintain security and disclosure awareness training records as required by IRS Publication 1075, which will be available to Customer upon written request.

(v) Confidentiality Statement. Microsoft will maintain a signed confidentiality statement, and will provide a copy for inspection upon request.

(vi) Cloud Computing Environment Requirements. The IRS 1075 Covered Services are provided in accordance with the FedRAMP System Security Plan for the applicable services. Microsoft's compliance with controls required by IRS Publication 1075, including without limitation encryption and media sanitization controls, can be found in the applicable FedRAMP System Security Plan.

(vii) Use of Subcontractors. Notwithstanding anything to the contrary in Attachment 1, as set forth in the OST, Microsoft may use subcontractors to provide services on its behalf. Any such subcontractors used in delivery of the IRS 1075 Covered Services will be permitted to obtain Customer Data (that may include FTI) only to deliver the services Microsoft has retained them to provide and will be prohibited from using Customer Data for any other purpose. Storage and processing of Customer Data in the IRS 1075 Covered Services is subject to Microsoft security controls at all times and, to the extent subcontractor personnel perform services in connection with IRS 1075 Covered Services, they are obligated to follow Microsoft's policies. Microsoft remains responsible for its subcontractors' compliance with Microsoft's obligations. Subject to the preceding, Microsoft may employ subcontractor personnel in the capacity of augmenting existing staff, and understands IRS Publication 1075 reference to employees to include employees and subcontractors acting in the manner specified herein. It is the responsibility of the Customer to gain approval of the IRS for the use of all subcontractors.

(viii) Microsoft maintains a list of subcontractor companies who may potentially provide personnel authorized to access Customer Data in the Online Services, published for Azure branded services at http://azure.microsoft.com/en-us/support/trust-center/ , or successor locations identified by Microsoft. Microsoft will update these websites at least 14 days before authorizing any new subcontractor to access Customer Data, Microsoft will update the website and provide Customer with a mechanism to obtain notice of that update.

(ix) Security Incident Notification. The Security Incident handling process defined in the OST will apply to the IRS 1075 Covered Services. In addition, the parties agree to the following:

1. Customer acknowledges that effective investigation or mitigation of a Security Incident may be dependent upon information or services configurations within Customer's control. Accordingly, compliance with IRS Publication 1075 Incident Response requirements will be a joint obligation between Microsoft and Customer.

2. If, subsequent to notification from Microsoft of a Security Incident, Customer determines that FTI may have been subject to unauthorized inspection or disclosure, it is Customer responsibility to notify the appropriate Agent-in-Charge, TIGTA (Treasury Inspector General for Tax Administration) and/or the IRS of a Security Incident, or to notify impacted individuals, if Customer determines this is required under IRS Publication 1075, other applicable law or regulation, or Customer internal policies.

c. Customer Right to Inspect.

(i) Audit by Customer. Customer will, (i) be provided quarterly access to information generated by Microsoft's regular monitoring of security, privacy, and operational controls in place to afford you an ongoing view into the effectiveness of such controls, (ii) be provided a report mapping compliance of the IRS 1075 Covered Services with NIST 800-53 or successor controls, (iii) upon request, be afforded the opportunity to communicate with Microsoft's subject matter experts for clarification of the reports identified above, and (iv) upon request, and at Customer's expense, be permitted to communicate with Microsoft's independent third party auditors involved in the preparation of audit reports. Notwithstanding anything to the contrary in Attachment 1, Customer will use this information above to satisfy any inspection requirements under IRS Publication 1075 and agrees that the audit rights described in this section are the sole rights to be provided in full satisfaction of any audit that may otherwise be requested by the IRS or the Customer. Notwithstanding anything to the contrary in Attachment 1, Microsoft will not grant any inspection rights to the IRS or access to Microsoft data centers or other facilities that may cause Microsoft to be non-compliant with its contractual obligations under FedRAMP, ISO 27001/27018, other US Government security related operations, or its internal security policies.

(ii) *Confidentiality of Audit Materials.* Audit information provided by Microsoft to Customer will consist of highly confidential proprietary or trade secret information of Microsoft. Microsoft may request reasonable assurances, written or otherwise, that information will be maintained as confidential and/or trade secret information subject to this agreement prior to providing such information to Customer, and Customer will ensure Microsoft's audit information is afforded the highest level of confidentiality available under applicable law. Notwithstanding the foregoing, upon request and pursuant to appropriate confidentiality protections, Customer shall be permitted to provide Microsoft's audit information described in Section 9.c(i) to the IRS to satisfy the IRS inspection requirements under IRS Publication 1075.

(iii) This Section, 9.c, is in addition to compliance information available to Customer under the OST.

10. Criminal Justice Information Services (CJIS). This section applies only to the Government CJIS Covered Services, defined below, you buy under the Subscription. These terms only apply if Customer provides express notice to Microsoft of its intent to purchase CJIS Covered Services.

a. Customer Prerequisites.

(i) Microsoft's representations as it relates to its CJIS Covered Services' compliance with the FBI Criminal Justice Information Systems ("CJIS") Security Addendum (Appendix H of FBI CJIS Policy) are subject to Customer's incorporation of applicable state-specific CJIS Amendment terms and conditions into Customer's order with the Contractor. They are also subject to Customer's incorporation and flow down of such terms in Customer's contracts with a Covered Entity.

(ii) Please visit https://www.microsoft.com/en-us/TrustCenter/Compliance/CJIS for additional information about CJIS Covered States and CJIS Covered Services. Note that not all states are CJIS Covered States and that different CJIS Covered Services may apply in different CJIS Covered States. For more information about how to sign up for CJIS Covered Services through an Enterprise Agreement, please visit https://azure.microsoft.com/en-us/pricing/enterprise-agreement/. For purposes of this section, if Customer is not in a CJIS Covered State, then Microsoft is unable to provide CJIS-related representations at this time, and no CJIS Amendment will apply.

(iii) Customer can access the terms and conditions of Microsoft's adherence to the FBI CJIS Policy by contacting the CSA in a CJIS Covered State. The Security Addendum for Private Contractors (Cloud Providers) referenced in the FBI CJIS Policy and CSA-provided terms and conditions is incorporated herein by reference, and you acknowledge that Microsoft's support for CJI will be in accordance with those terms agreed to and/or signed by the applicable state CSA. Customer also acknowledges that it is Customer's responsibility to contact the applicable state CSA for this and any additional information. Customer is required to, and acknowledge it will, work directly with the applicable state CSA for any CJIS-related documentation and audit requirements.

(iv) Customer is responsible to ensure that the CJIS Security Addendum has been signed by the CSA, that the CSA has approved Customer's use of the Covered Services to store or process CJI, and that any other prerequisites established or required by either the FBI, state CSA, or Customer is fulfilled prior to introducing CJI into the Covered Services.

(v) Customer acknowledges that it will keep records of any Covered Entity to which it provides CJIS State Agreements or other CJIS-related documentation Customer obtains from the state CSA and shall make such records available to Microsoft promptly upon request.

b. If there is any conflict between any provision in this section and any provision in the agreement, this section shall control.

11. ***Government Community requirements***. Customer certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacities as a member of the Community and for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited. Customer acknowledges that only Community members may use Government Community Cloud Services.

    a. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights and this Agreement.

    b. Customer may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

    c. Any Customer that uses Government Community Cloud Services must maintain its status as a member of the Community. Maintaining status as a member of the Community is a material requirement for such services.

    d. ***Use Rights for Government Community Cloud Services.*** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

        (i) Government Community Cloud Services will be offered only within the United States.

        (ii) Additional European Terms, as set forth in the Use Rights, will not apply.

        (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

    e. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted herein.

    f. Customer may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain. Additionally, Office 365 US Government may not be deployed or used in the same domain as other Government Community Cloud Services.

    g. Notwithstanding the Data Processing Terms section of the Online Services Terms, Office 365 GCC High and Azure Government Services are not subject to the same control standards and frameworks as the Microsoft Azure Core Services. The Compliance Trust Center Page describes the control standards and frameworks with which Office 365 GCC High and Azure Government Services comply.

    h. Operational and Ordering Consideration for GCC High:

        (i) Customer (a) acknowledges that its Tenant administrator console (when available) will appear to include more licenses than it has ordered and is entitled to; and (ii) agrees that it must order licenses for every User account it assigns. Notwithstanding anything to the contrary in the order and Product Terms, Licenses will be deemed "Reserved" for each user (and thereby subject to a True-Up Order requirement in accordance with the terms and conditions of the order), as of the day that User's account is reserved, unless a License for each such User is ordered in advance. Customer is solely responsible for keeping accurate records of the month each User is assigned to a User account, and will provide such records to Microsoft with its True-Up orders.

        (ii) Customer acknowledges that (a) availability of its Office 3635 GCC High tenant may follow several weeks after its initial order, and (a) the service components provided pursuant to its orders for "Suite" SKUs such as E1 and E3, as listed in the Office 365 GCC High, may differ from those components available in similar suites available in other forms of Office 365 Services.

12. ***Miscellaneous.***

    a. ***Notices.*** You must send notices by mail, return receipt requested, to the address below.

Notices should be sent to:
Microsoft Corporation Volume Licensing Group One Microsoft Way Redmond, WA 98052 USA

Customer agrees to receive electronic notices from us, which will be sent by email to the account administrator(s) named for your Subscription. Notices are effective on the date on the return receipt or, for email, when sent. You are responsible for ensuring that the email address for the account administrator(s) named for your Subscription is accurate and current. Any email notice that we send to that email address will be effective when sent, whether or not Customer actually receives the email.

b. Assignment. Customer may not assign this agreement either in whole or in part. Microsoft may transfer this agreement without Customer's consent, but only to one of Microsoft's Affiliates. Any prohibited assignment is void.

c. Severability. If any part of this agreement is held unenforceable, the rest remains in full force and effect.

d. Waiver. Failure to enforce any provision of this agreement will not constitute a waiver.

e. No agency. This agreement does not create an agency, partnership, or joint venture.

f. No third-party beneficiaries. There are no third-party beneficiaries to this agreement.

g. Use of contractors. Microsoft may use contractors to perform services, but will be responsible for their performance, subject to the terms of this agreement.

h. Microsoft as an independent contractor. The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's confidential information.

i. Agreement not exclusive. Customer is free to enter into agreements to license, use or promote non-Microsoft products or services.

j. Entire agreement. This agreement is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications. In the case of a conflict between any documents in this agreement that is not expressly resolved in those documents, their terms will control in the following order of descending priority: (1) this agreement, (2) the Product Terms, (3) the Online Services Terms, and (4) any other documents in this agreement.

k. Survival. All provisions survive termination of this agreement except that requiring performance only during the term of the agreement.

l. **U*.S. export jurisdiction.*** Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments related to Microsoft products, services, and technologies.

m. Force majeure. Neither party will be liable for any failure in performance due to causes beyond that party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Online Services). This Section will not, however, apply to your payment obligations under this agreement.

n. Contracting authority. If you are an individual accepting these terms on behalf of an entity, you represent that you have the legal authority to enter into this agreement on that entity's behalf.

o. Additional Terms Applicable when the Customer is a U.S. Federal Agency.

(i) No provisions of any shrink-wrap or any click-through agreement (or other similar form of agreement) that may be provided in conjunction with any Product(s) acquired under this agreement shall apply in place of, or serve to modify any provision of this agreement, even if a user or authorized officer of Customer purports to have affirmatively accepted such shrink-wrap or click through provisions. For the avoid of doubt and without limiting the foregoing, in the event of a conflict between any such shrink-wrap or click-through provisions (irrespective of the products or services that such provisions attach to) and any term or condition of this agreement, then the relevant term or condition of this agreement shall govern and supersede the purchase of such Product(s) to the extent of any such conflict. All acceptance of agreements and renewals shall be executed in writing.

(ii) If any document incorporated by reference into this agreement, including the Product Terms and Online Service Terms included and/or referenced or incorporated herein and/or therein, contains a provision (1) allowing for the automatic termination of your license rights or Online Services; (2) allowing for the automatic renewal of services and/or fees; (3) requiring the governing law to be anything other than Federal law; and/or (4) otherwise violates applicable Federal law, then, such terms shall not apply with respect to the Federal Government. If any document incorporated by reference into this agreement, including the Product Terms and Online Service Terms included and/or referenced or incorporated herein and/or therein contains an indemnification provision, such provision shall not apply as to the United States indemnifying Microsoft or any other party.

13. Definitions.

Any reference in this agreement to "day" will be a calendar day.

"Acceptable Use Policy" is set forth in the Online Services Terms.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party.

"Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

"Azure Government Services" means one or more of the services or features Microsoft makes available to Customer under this Enrollment and identified at http://azure.microsoft.com/en-us/regions/#services, which are Government Community Cloud Services.

"CJI" means Criminal Justice Information, as defined in FBI CJIS Policy.

"CJIS Covered State" means a state, as shown at https://www.microsoft.com/en-us/TrustCenter/Compliance/CJIS or another site Microsoft may provide, with which Microsoft and the applicable state have entered into a CJIS State Agreement.

"CJIS Covered Service" means, for any state-specific CJIS Amendment, the Microsoft Online Services that are listed as such in that amendment, and for which Microsoft's CJIS representations apply.

"CJIS State Agreement" means an agreement between Microsoft and a Covered State's CSA (or another entity to which the CSA has delegated its duties) containing terms and conditions under which the Covered State and Microsoft will comply with the applicable requirements of the CJIS Policy. Each CJIS State Agreement is consistent with the applicable state-specific CJIS Amendment, and includes Microsoft CJIS Security Addendum Certifications. For clarity, a CJIS State Agreement may be titled "CJIS Information Agreement" or "CJIS Management Agreement."

"Community" means the community consisting of one or more of the following: (1) a Government, (2) a Customer using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which the Customer determines, and Microsoft agrees, that the use of Government Community Cloud Services is appropriate to meet the Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Compliance Trust Center Page" means the compliance page of the Microsoft Trust Center, published by Microsoft at https://www.microsoft.com/en-us/TrustCenter/Compliance/default.aspx or a successor site Microsoft later identifies.

"Consumption Offering", "Commitment Offering", or "Limited Offering" describe categories of Subscription offers and are defined in Section 2.

"Covered Entity" means any State/Local Entity in a Covered State with which you maintain a contractual relationship whose use of CJIS Covered Services is subject to CJIS Policy.

"CSA" means, for each CJIS Covered State, that state's CJIS Systems Agency, as defined in FBI CJIS Policy.

"Customer Agreement" means the binding agreement between the Contractor and Customer under which Customer orders Products from the Contractor and the Contractor binds Customer to the terms of the this agreement.

"Customer Data" is defined in the Online Services Terms.

"End User" means any person you permit to access Customer Data hosted in the Online Services or otherwise use the Online Services. With respect to ITAR Covered Services, End User means an individual that accesses the ITAR Covered Services. With respect to IRS 1075 Covered Services, End User means an individual that accesses the IRS 1075 Covered Services.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Fix" means a Product fix, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"FTI" is defined as in IRS Publication 1075.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"IRS 1075 Covered Services" means Azure Government services listed as being in the scope for IRS 1075 at http://azure.microsoft.com/en-us/support/trust-center/compliance/irs1075/ or its successor site. Without limitation, IRS 1075 Covered Services do not include any other separately branded Online Services.

"IRS Publication 1075" means the Internal Revenue Services (IRS) Publication 1075 effective September 30, 2016, including updates (if any) released by the IRS during the term of the Enrollment.

"ITAR" means the International Traffic in Arms Regulations, found at 22 C.F.R. §§ 120 - 130.

"ITAR-controlled data" means Customer Data that is regulated by the ITAR as Defense Articles or Defense Services.

"ITAR Covered Services" means, solely with respect to this Amendment, the (i) Office 365 GCC High services; and (ii) Azure Government services, listed as being in the scope for the ITAR at https://www.microsoft.com/en-us/TrustCenter/Compliance/itar or its successor site.

"Microsoft Trust Center Compliance Page" is Microsoft's website accessible at https://www.microsoft.com/en-us/TrustCenter/Compliance/ or a successor upon which Microsoft provides information about how each of its Online Services complies with, and/or is certified under, various government and industry control standards.

"Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

"Non-Microsoft Product" is defined in the Online Services Terms.

"Office 365 Service Descriptions" means, collectively and solely for this Amendment, the Service Descriptions for Office 365 High, published by Microsoft at https://technet.microsoft.com/en-us/library/mt774581.aspx (for the product superset, Office 365 US Government) and https://technet.microsoft.com/en-us/library/mt774968.aspx (for the product subset, Office 365 GCC High), or at successor sites Microsoft later identifies.

"Office 365 US Government" means the Government Community Cloud Service described by the Office 365 Service Descriptions

"Office 365 GCC High" means the Government Community Cloud Service described by the Office 365 Service Descriptions.

"Online Services" means any of the Microsoft-hosted online services subscribed to by Customer under this agreement, including Government Community Cloud Services, Microsoft Dynamics Online Services, Office 365 Services, Microsoft Azure Services, or Microsoft Intune Online Services.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Licensing Site and updated from time to time.

"Previews" means preview, beta, or other pre-release version or feature of the Online Services or Software offered by Microsoft to obtain customer feedback.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including Previews.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state' jurisdiction and geographic boundaries.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be a part of an Online Service.

"Subscription" means an enrollment for Online Services for a defined Term as established by your Reseller.

"Technical Data" has the meaning provided in 22 C.F.R. § 120.

"Term" means the duration of a Subscription (e.g., 30 days or 12 months).

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means the use rights or terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

ATTACHMENT 1
Internal Revenue Services
Federal Tax Information
Safeguarding Addendum

In performance of its obligations to deliver the IRS 1075 Covered Services under the Agreement, Microsoft agrees to comply with the requirements contained in Exhibit 7 (Safeguarding Contract Language for Technology Services) from IRS Publication 1075, as set forth below. For purposes of this Attachment 1, "contractor" refers to Microsoft, "agency" refers to Customer, "contract" refers to the Customer Agreement, inclusive of the Amendment, "Exhibit" refers to IRS Publication 1075 exhibit, and "Section" refers to IRS Publication 1075 section.

I. PERFORMANCE.

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be performed under the supervision of contractor or the contractor's responsible employees.

(2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

(3) Any return or return information made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Addendum. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.

(4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

(5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of their computer facility, and no output will be retained by contractor at the time the work is completed. If immediate purging of all data storage components is not possible, contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.

(8) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.

(9) The contractor will maintain a list of employees authorized access. Such list will be provided to the Company and, upon request, to the IRS reviewing office.

(10) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. **CRIMINAL/CIVIL SANCTIONS.**

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION.

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

COUNTY OF MARIPOSA

_____
Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

_____
David Baquerizo, Senior
Account Manager

COUNTERSIGNED:
(*Government Code §25103*)

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/6/2024

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: Ryan Clarke
Benefit Experts Insurance Agency Inc. 228 Hamilton Avenue 3rd floor Palo Alto CA 94301	PHONE (A/C, No, Ext): (650) 251-4228 FAX (A/C, No): E-MAIL ADDRESS: ryan@benefitexperts.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SENTINEL INS CO LTD	11000
INSURER B : THE HARTFORD	00914
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Tangent Computer Inc.
191 Airport Blvd
Burlingame CA 94010-2006

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		57SBAZE0860	08/10/2023	08/10/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		57SBAZE0860	08/10/2023	08/10/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	Y		57SBAZE0860	08/10/2023	08/10/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		57WECAD9NMX	09/10/2023	09/10/2024	☒ 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)

The County of Mariposa is named additional insured to the general, auto and excess liability pursuant to attached form SS00080405.

CERTIFICATE HOLDER

County of Mariposa
5100 Bullion Street
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

Ryan Clarke

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C.** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G.** - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. **Incidental Medical Malpractice**

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

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; or

(3) Because of your operations;

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.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All costs taxed against the insured in the "suit".

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and

(ii) Such attorneys' 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.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting,demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Services in the practice of pharmacy; and

(11) Computer consulting, design or programming services, including web site design.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** - Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section **D.** - Limits Of Insurance.

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.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

(a) Copyright;

(b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) An "advertisement" for others on your web site;

(b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or

(15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

2. **Applicable To Medical Expenses Coverage**

   We will not pay expenses for "bodily injury":

   a. **Any Insured**
   To any insured, except "volunteer workers".

   b. **Hired Person**

   To a person hired to do work for or on behalf of any insured or a tenant of any insured.

   c. **Injury On Normally Occupied Premises**

   To a person injured on that part of premises you own or rent that the person normally occupies.

   d. **Workers' Compensation And Similar Laws**

   To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

   e. **Athletics Activities**

   To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

   f. **Products-Completed Operations Hazard**

   Included with the "products-completed operations hazard".

   g. **Business Liability Exclusions**

   Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

   a. **Employees And Volunteer Workers**

   Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

   However, none of these "employees" or "volunteer workers" are insureds for:

   (1) "Bodily injury" or "personal and advertising injury":

   (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

   (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

   (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

   (d) Arising out of his or her providing or failing to provide professional health care services.

   If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

   (2) "Property damage" to property:

   (a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's 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, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit 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 **(a)** and **(b)** 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 under this Coverage Part 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, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph **6.** (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section **C.**, Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. **Additional Insured - Designated Person Or Organization**

   WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

   a. In the performance of your ongoing operations; or

   b. In connection with your premises owned by or rented to you.

2. **Additional Insured - Managers Or Lessors Of Premises**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

   b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

   This insurance does not apply to:

   (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

   (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. **Additional Insured - Grantor Of Franchise**

   WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. **Additional Insured - Lessor Of Leased Equipment**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

   b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. **Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

   b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

   This insurance does not apply to:

   (1) Any "occurrence" that takes place after you cease to lease that land; or

   (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. **Additional Insured - State Or Political Subdivision – Permits**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. **Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

      (1) In the performance of your ongoing operations for the additional insured(s); or

      (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

   b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

      (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

      (2) Supervisory, inspection, architectural or engineering activities.

10. **Additional Insured – Co-Owner Of Insured Premises**

    WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

   a. **(1)** Radio;
      (2) Television;
      (3) Billboard;
      (4) Magazine;
      (5) Newspaper;

   b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

   c. Any other publication that is given widespread public distribution.

   However, "advertisement" does not include:

   a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

   b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

   a. Injury;

   b. Sickness; or

   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "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.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** – Liability and Medical Expenses Limits of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. 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" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. 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" or "property damage" 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, designs 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.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "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; or

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 "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-275

MEETING: July 2, 2024

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Adopt a Resolution Establishing Health Insurance Contributions for Current Retirees to be Effective September 1, 2024

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Establishing Health Insurance Contributions for Current Retirees to be Effective September 1, 2024.

The Mariposa Superior Court and Service Employees International Union (SEIU) have finalized negotiations on a new Memorandum of Understanding (MOU) effective December 1, 2023. One of the provisions of the new MOU is to increase the health benefits for Court SEIU employees to a $799.44 per month flat rate. This agreed upon amount will also impact current retirees as CalPERS law requires that the amount contributed for health insurance to active employees must equal the health insurance amount contributed to retirees. Currently, there is one retiree on the health billing roster whom this change would affect, increasing the monthly contribution from $695 to $799.44. Health costs for court retirees are reimbursed to the County by the State of California, so this change will not have a financial impact on the County.

Government Code Section 22892(a) provides that a contracting agency subject to the Public Employees' Medical and Hospital Care Act must fix the amount of the employer contribution for health by formal resolution. The resolution form attached is the approved form designated by CalPERS to change the monthly employer health contribution for employees and annuitants of a contracting agency.

This resolution does not apply to Elected and Appointed officials hired by the County on or after May 1, 2007 or to all other County employees hired on or after February 1, 2007. These employees are subject to the vesting schedule as regulated by Government Codes section 22893 as mandated by Board Resolutions 06-573 and 07-135.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approved resolution 2023-26 establishing health insurance contributions for retirees effective March 1, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

By not approving this resolution, the County would be providing a different health contribution

amount to active and retired employees belonging to the Court SEIU bargaining unit.

FINANCIAL IMPACT

No financial impact on the county as retiree health costs for court employees are paid by the State of California.

ATTACHMENTS

1. **2024 CalPERS Health Benefit Resolution**
2. **Courts SEIU Signed MOU effective 12-1-2023**
3. **Resolution 2023-026 Court Health Increase**

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

RESOLUTION NO. Number
FIXING THE EMPLOYER CONTRIBUTION
UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS

WHEREAS, (1) County of Mariposa is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and

WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; now, therefore be it

RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

Medical Group	Monthly Employer Health Contribution
001 ELECTED & APPT OFFICIALS	No Change
002 MANAGEMENT & CONFIDENTIAL	No Change
003 GENERAL EMPLOYEES (SEIU)	No Change
004 SHERIFFS DEPUTIES & JAIL	No Change
005 SHERIFFS MANAGEMENT	No Change
006 COURT EMPLOYEES	$799.44
007 COURT MANAGEMENT	No Change
101 ELECTED & APPT OFFICIALS (Retired prior to 01/01/2013)	No Change
102 MANAGEMENT & CONFIDENTIAL (Retired prior to 01/01/2013)	No Change
103 GENERAL EMPLOYEES (SEIU) (Retired prior to 01/01/2013)	No Change
104 SHERIFFS DEPUTIES & JAIL (Retired prior to 01/01/2013)	No Change
105 SHERIFFS MANAGEMENT (Retired prior to 01/01/2013)	No Change
106 COURT EMPLOYEES (Retired prior to 01/01/2013)	$799.44
107 COURT MANAGEMENT (Retired prior to 01/01/2013)	No Change

plus administrative fees and Contingency Reserve Fund assessments; and be it further

RESOLVED, (b) County of Mariposa has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (c) That the participation of the employees and annuitants of County of Mariposa shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that County of Mariposa would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, Miles Menetrey, Chair of the Mariposa County Board of Supervisors, to file with the Board a verified copy of this resolution, and to perform on behalf of County of Mariposa all functions required of it under the Act; and be it further

RESOLVED, (e) That coverage under the Act be effective on September 1, 2024.

Adopted at a regular meeting of the County of Mariposa Board of Supervisors at Mariposa County Board Chambers, this 2nd day of July 2024.

Signed: _____
Miles Menetrey, Chair Board of Supervisors

Attest: _____
Danielle Bondshu, Clerk of the Board

Approved
as to Form: _____
Steven W. Dahlem, County Counsel

SERVICE EMPLOYEES
INTERNATIONAL UNION
CTW-CLC LOCAL 521

MEMORANDUM OF UNDERSTANDING

December 1, 2023 through November 30, 2026

MARIPOSA COUNTY
SUPERIOR COURT

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PREAMBLE

The parties to this Memorandum of Understanding are the Mariposa County Superior Court ("Court") and Service Employees International Union Local 521/CTW, CLC ("Union").

ARTICLE 1 - RECOGNITION

The Court recognizes the Union as the Recognized Employee Organization, as defined in the Court Employer Employee Relations Rules for all regular full-time and permanent part-time employees occupying classes listed in the attached Appendix "A," but excluding confidential employees.

ARTICLE 2 - DEFINITIONS

Section 2.1 - Recognized Employee Organization

"Recognized Employee Organization" means a registered employee organization which has the exclusive right to represent the employees in a representation unit pursuant to a vote of the employees in that unit.

Section 2.2 - Employee

"Employee" means any person employed by the Court, excepting those persons elected by popular vote, appointed to fill the unexpired term of an elected office, or appointed to office by the governor of the State of California.

Section 2.3 - Management Employee

"Management Employee" means an employee having significant responsibilities in formulating and/or administering Court policy. This shall include those that act on behalf of a manager in his/her absence. Management employees are designated by the Court without a meet and confer or meet and consult process.

Section 2.4 - Confidential Employee

"Confidential Employee" means any employee who, in the regular course of his/her duties, has access to, or possesses information related to, his/her employer's employer-employee relations. Confidential positions shall be designated by the Court following a meet and consult (only) process with employee organizations.

Section 2.5- Permanent Full-Time and Part-Time Employees

"Regular Full-Time Employees" means all permanent and probationary salaried employees, working a full work schedule, excluding extra help employees. "Permanent Part- Time Employees" are employees working in classifications listed in Appendix "A" on less than a full time basis. Permanent part-time employees work 50%, 60%, 70% and 80% of a full-time equivalent. Permanent part-time employees employed with the Court by or before December 31, 2007 will accrue benefits, excluding medical, and seniority on a pro-rated basis according to the number of hours worked; permanent part time employees employed with the Court by or before December 31, 2007, will receive 100% of the monthly Court contribution for employee medical. Permanent part time employees employed with the Court on or after January 1, 2008 will accrue benefits, including medical, and seniority on a pro-rated basis according to the number of hours worked.

Section 2.6 - Extra Help Employee

"Extra Help Employee" means any employee who is not a regular full-time or permanent part-time employee and is paid on an hourly basis.

Section 2.7 - Anniversary Date

"Anniversary Date" means an employee's original date of hire into a permanent classification covered by this Memorandum of Understanding. For all purposes except step raises and evaluations subsequent to a demotion or promotion, an employee's anniversary date shall not be changed unless seniority stops accruing or is broken, as is specified in Article 12, Seniority & Layoff, Section 12.7, Seniority Accrual. An employee's anniversary date in a classification may be changed upon promotion or demotion, for purposes of evaluation and granting of step increases only, as specified in Article 6, Compensation, Section 6.2.3, Promotion, and Section 6.2.4, Demotion.

Section 2.8 - Court Executive Officer

"Court Executive Officer" means the individual holding the position of Court Executive Officer, and in the absence of the person holding the position or in the event there is no longer a Court Executive Officer position, shall mean the person designated by the Presiding Judge.

ARTICLE 3 - NON-DISCRIMINATION

Neither the Court nor the Union shall discriminate against an employee covered by this Memorandum of Understanding in violation of a relevant federal, state or local statute.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 4.1

The Union agrees that the Court has complete authority for the policies and administration of all Court departments which it shall exercise under the provisions of law and in fulfilling its responsibilities under this Memorandum of Understanding.

Section 4.2

Any matter involving the management of governmental operations vested by law in the Court and not covered by this Memorandum of Understanding is in the province of the Court.

Section 4.3

The Mariposa County Superior Court Presiding Judge, hereinafter referred to as "Presiding Judge", on his or her own behalf and on behalf of the Court, hereby retains and reserves unto the Court all rights, power, authority, duty and responsibility confirmed on and vested in it by the laws and Constitution of the State of California.

Section 4.4

The exercise of any such right, power, authority, duty, or responsibility by the Court and the adoption of such rules, regulations, and policies as it may deem necessary and as they apply to employees represented by the Union shall be limited only by the specific and express terms of this Memorandum of Understanding.

Section 4.5

The management of the Court and the direction of the work force of the Court is vested exclusively in the Court subject to the terms of this Memorandum of Understanding. The existing rights of the Court include but are not limited to the following:

4.5.1 - Direct the work of its employees;

4.5.2 - Hire, promote, demote, transfer, assign, and retain employees in positions within the Court, subject to this Memorandum of Understanding;

4.5.3 - Discipline employees in accordance with this Memorandum of Understanding;

4.5.4 - Maintain the efficiency of governmental operation;

4.5.5 - Relieve employees from duties because of lack of work subject to this Memorandum of Understanding;

4.5.6 - Take actions as may be necessary to carry out the Court services in emergencies;

4.5.7 - Determine the methods, means and personnel by which operations are to be carried out; and

4.5.8 - Implement employee layoffs and/or furloughs. In the event layoffs or furloughs are implemented, the Court will meet and confer regarding the impacts of such layoffs or furloughs on the bargaining unit's terms and conditions of employment.

ARTICLE 5 - UNION RIGHTS

Section 5.1- Union Representatives and Release Time

5.1.1 - Notification of Union Representatives. The Union shall notify the Court of the names of its representatives within 10 days of their selection. Alternate representatives may be designated to serve in the absence of the representative. Union representatives shall contact the appropriate Court manager when carrying out their duties.

5.1.2 - Grievance Processing. An employee, when a grievant, and one union representative (representative) shall be released from duty for the purpose of presenting the grievance at all formal steps of the grievance procedure.

The Union agrees that preparation of the grievance and conferencing on the subject of the grievance by the respective employee and the union representative shall be done at times other than during working hours, unless expressly authorized by the Court Executive Officer.

5.1.3 - Negotiating Committee

5.1.3.I - Release Time. The Court shall provide reasonable release time for the union negotiating committee. Reasonable release is defined as up to two hours immediately preceding scheduled negotiations to prepare for negotiations with the Court. Release time shall be granted for no more than two (2) representatives, including alternates.

5.1.3.2 - Compensatory Time. Those negotiators who are on their own time during the meetings will not be entitled to compensatory time.

5.1.3.3 - Resource People. Resource people for the unit negotiations shall be allowed on their own time, leave without pay, vacation, or compensatory time off, to attend scheduled negotiation meetings. Employees shall provide reasonable notice to their supervisor, and request the time off in advance. The release time is subject to the Court's operational needs.

Section 5.2 - Bulletin Boards, Use of Facilities

5.2.1 - Bulletin Boards. The Union shall be provided reasonable use of existing bulletin board space in the Court at a location agreed upon by the Union and the Court Executive Officer, under the following conditions:

1) Material shall be posted on space as designated;

2) Posted material shall bear the identity of the organization;

3) Posted material shall not be misleading, contain any deliberate misstatements or violate any federal, state or county laws;

4) Posted material shall not be of a partisan political nature;

5) Material shall be neatly displayed and shall be removed when no longer timely; and,

6) The Court Executive Officer may remove postings that do not comply with the requirements of this section. The union representative shall be notified prior to posting being removed.

5.2.2 - Visitation and Distribution. The Union may have an authorized representative contact members of the Union in Court facilities and leave literature and material for distribution, provided he/she has first made arrangements with the Court Executive Officer to provide for a time which does not disrupt Court business.

5.2.3 - Facilities. Court facilities shall be made available to the Union, subject to the Court's operational needs, for meeting purposes only provided that appropriate advance arrangements are made. A charge at the prevailing Court rates may be made to offset the cost of such use.

NOTE: This is now covered by the Court's proposal under Section 5.4.2.

5.2.5 - Notification of Union Coverage. The Court shall present new employees who are covered by this Memorandum of Understanding with a copy of this Memorandum of Understanding at the time of hire.

5.2.6 - Printing of Memorandum of Understanding. The parties agree to share equally the cost of printing bound copies of this Memorandum of Understanding.

Section 5.3 - Union Security

5.3.1 - The Union agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in the units for which this Agreement is applicable regardless of whether they are members of the Union.

5.3.2 - Employee Payroll Deductions: The Court will comply with Senate Bill 866 (2018), and the Government Code sections referenced thereunder, as amended. This law requires that the Court, through its payroll processor, deduct from the pay of each employee in a position subject to this MOU, Union dues and voluntary contributions to the Union's Committee On Political Education (COPE) authorized by the employee.

5.3.3 - Union List: The Union, via a representative of the Union who has the authority to bind the Union, shall provide the Court a monthly list, in an electronic malleable format, of all employees who have authorized dues deductions. The list shall contain the employee's name and the date of authorization for dues deduction. The list shall be e-mailed to the Court Executive Officer. The Court shall rely on the Union's explanations in this certified list regarding whether authorization/revocation/change in deductions has been requested by the employee. Consistent with payroll practice, the Union must provide the list by no later than the fifteenth day of each month (earlier, if the last workday is prior to the fifteenth).

5.3.4 - Court List: The Court, via its payroll processor, shall provide on a monthly basis a list of all employees and the amount of dues and voluntary contributions, so deducted. The provisions of this Agreement shall not apply during periods that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term "separation" includes transfer out of the unit, layoff, and unpaid leave of absence with a duration of more than thirty (30) days.

5.3.5 - Employee Questions: Questions regarding starting or changing deductions covered in this section shall be directed to a Union representative.

5.3.6 - Possession of Payroll Deduction Authorization Forms: An employee in or hired into a job classification represented by the Union shall authorize deductions either electronically, through voice authorization or paper form. If the Union provides the Court a written certification that it has and will maintain individual employee authorizations for the deductions transmitted by the Union to the Court per section 5.3.3, it shall not provide a copy of the individual authorization. However, if a dispute arises regarding the employee's authorization for the deductions listed in this section, the Court may request a copy of the employee's authorization.

5.3.7 - Change in Dues Authorization: The Court, through its payroll processor, will process requests from the Union to start, change, or cancel a deduction (dues and voluntary contributions to COPE) pursuant to this Article within one (1) pay period of receipt of the list requesting to do so. In order for the Court's payroll processor to timely comply, the Union must provide a timely list consistent with section 5.3.3 above. The Court will not process any requests to revoke or change authorizations that may come to it directly from a Court employee. The Court, via its payroll processor, shall transmit such payments to the Union via check or electronic funds transfer no later than thirty (30) days after the deduction from the employee's earnings occur.

5.3.8- Forfeiture Of Deductions: If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required by this Agreement, no such deduction shall be made for that period.

5.3.9 - Hold Harmless: The authorization for payroll deductions described in this Agreement shall specifically require the employee to agree to hold the Court harmless from all claims, demands, suits or other forms of liability that may arise against the Court for or on account of any deduction made from the wages of such employee.

The Union shall defend, indemnify and save the Court harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of or by reason of, action taken or not taken by the Court under this Agreement. This includes not only the Court's reasonable attorney fees and costs but the reasonable cost of management preparation time as well. The Court shall notify the Union of such costs on a case-by-case basis.

The indemnification and hold harmless language of this section shall apply additionally to the County or other designated payroll processor in any action in which the Court's payroll processor is named in its capacity as the party responsible for administering the payroll for the Court.

In no event shall the Court be required to pay from its own funds Union dues or other deductions that the employee was obligated to pay to the Union, but failed to pay, regardless of the reasons.

5.3.10 - Dispute Resolution: In the event there is a dispute over the interpretation or administration of these procedures, the Union and the Court agree to submit the dispute to a neutral hearing officer selected from a list provided by the State Mediation and Conciliation Service. The Hearing Officer shall hold an informal hearing during which the dispute will be heard. Thereafter, the Hearing Officer shall issue a decision which shall be final and binding. The Union and Court agree that review of the Hearing Officers' decision shall be as provided for final arbitration awards pursuant to CCP section 1280, et seq.

Section 5.4- New Employee Orientation (NEO) and Information

5.4.1 The NEO Meeting: The Court agrees that each employee, in a classification within the bargaining unit for which the Union is recognized as the exclusively recognized employee organization, shall participate in an in-person orientation meeting, without loss of compensation. The meeting will be held at the Court and during regular working hours.

The Court will notify the Union and the Chapter President (or designee), by e-mail, of the date, time, and location of the new employee orientation. In compliance with Gov. Code sec. 3556, as amended, the Court will notify the Union at least ten (10) days prior to the orientation date, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the Court's operations that was not reasonably foreseeable. At least two (2) business days in advance of the orientation, the Court will send by email a list of the new hires expected to attend the orientation, including employee names and job titles.

After the Court concludes its presentation, the Union will have up to thirty (30) minutes to conduct its own presentation. The Court's representatives shall be absent from the room during the Union's presentation to newly hired employees. The Union agrees to give the Court copies of the materials to be used in this session, which shall include but are not limited to, this MOU, a Union membership application, and a list of shop stewards.

If a represented employee misses the presentation made by the Union, the employee is required to attend a make-up session, of up to thirty (30) minutes, during regular work hours, onsite, and without loss of compensation. The make-up session shall be arranged and conducted by the Union.

The Court shall grant the Union's designated representative release time, including reasonable time for travel and set up, without loss in compensation, to conduct the orientation. The Union Representative conducting the orientation shall notify his/her supervisor three (3) business days in advance that he/she will be participating in the Union Orientation Presentation.

The Court will comply with Gov. Code sec. 3556, as amended. This code section requires that the Court will not disclose the date/time/place of the new employee orientation to anyone other than employees, the exclusive bargaining representative, and any vendors who are contracted to provide a service at the new employee orientation.

The Court shall not discourage an employee's participation in the Union's portion of the orientation.

The Court will comply with Gov. Code sec. 3550, as amended. This code section requires that the Court shall not deter or discourage employees or applicants from becoming or remaining members of the Union, or from authorizing the Union to represent them or from authorizing membership status/dues deduction.

5.4.2 - New Employee Information: For all new employees within the represented bargaining unit, the Employer will comply with Gov. Code sec. 3558, as amended. To comply with this code section, the Court will provide the Union a digital file via email (to the email address designated by the Union) containing the below-referenced required information (to the extent provided by the employee):

- Name.
- Job title.
- Department.
- Work location.
- Work, home and personal cellular telephone numbers.
- Personal email addresses on file with the Employer.
- Home address.

The Court will provide such information within thirty (30) days of the date of hire.

In accordance with Gov. Code sec. 3558, as amended, the Court will provide the Union three times a year (every one-hundred twenty (120) days), that same information for all bargaining unit employees.

Notwithstanding the foregoing, limited to the express purpose of the requirements of Gov. Code section 3558 only, an employee may opt out via written request to the Court (copy to the Union) to direct the Court to withhold disclosure of the employee's home address; home telephone number; personal cellular telephone number; and personal email address.

Section 5.5 - Union Representative Leave of Absence

5.5.1 - Obligation to Provide Reasonable Leave

The Court will comply with Gov. Code sec. 3550, as amended. This code section requires that the Court grant to an employee within the represented bargaining unit, pursuant to the Union's request made at least twenty (20) Court days prior to the requested leave, reasonable leaves of absence without loss of compensation or other benefits. The purpose of this leave is to enable employees to serve as stewards or officers of the exclusive representative, or of any statewide or national employee organization with which the exclusive representative is affiliated.

5.5.2- Compensation During Leave

Compensation during the leave shall include retirement fund contributions, and the employee shall earn full service credit during the leave of absence and shall pay his or her member contributions for retirement. The leave shall include, but is not limited to, full time, part time, or periodic absence for purposes of fulfillment of the duties of an officer or steward.

At the conclusion of the leave, the officer or Steward shall have a right to reinstatement to the same position and work location they held prior to such leave without loss of seniority.

Following the completion of the leave of absence the Court shall provide the Union with certification of payment of compensation to the employee. The Union shall reimburse the Court for this compensation no later than thirty (30) days from the Union's receipt of the certification of payment.

5.5.3 - Miscellaneous

The leave of absence without loss of compensation or other benefits provided for by this section is in addition to any release time currently granted to representatives of the Union under the law or this MOU.

The Union has no obligation to use leave under this section for an employee and may terminate that leave any time and for any reason.

5.5.4 Liability During Leave

The Court shall not be liable for any act, or omission of, or injury suffered by any employee of the Court if that act, omission, or injury occurs during the course and scope of the employee's leave under this section to work for the Union. To the extent that the Court nonetheless becomes liable for any such act, omission or injury, the Union shall indemnify and hold harmless the Court.

ARTICLE 6 - COMPENSATION

Section 6.1 - Salaries

An employee shall be paid a salary within the monthly range, or rate or equivalent hourly rate, established for the class of position to which the employee has been appointed. The wage scale and job classifications as set forth in Appendix "A" attached hereto shall apply to all employees covered by this Memorandum of Understanding and shall be made a part thereof.

6.1.1 - General Wage Adjustment:

6.1.1.1 - The Court will apply a six percent (6%) negotiated salary increase (NSI) starting December 1, 2023 for all bargaining unit positions.

The Court will apply a three percent (3%) negotiated salary increase (NSI) starting December 1, 2024 for all bargaining unit positions.

The Court will apply a two percent (2%) negotiated salary increase (NSI) starting December 1, 2025 for all bargaining unit positions.

6.1.2.2- Towards the end of each fiscal year, the Court Executive Officer shall have the sole discretion to determine if, and in what amount, a one-time lump sum payment will be provided to all bargaining unit employees. If the Court Executive Officer determines that a one-time lump sum payment will be provided to all bargaining unit employees, the Court will distribute the one-time lump-sum payment in a pay period effective prior to the end of the fiscal year.

The Court Executive Officer's action pursuant to this section shall not be subject to the Grievance Procedure.

Section 6.2 - Pay Practices

6.2.1 - Schedule of Payments. Employees shall be paid on the last working day of each calendar month.

6.2.2 - Merit Advancement Within Range. An employee may be advanced after one year's service in a specific classification, and each year thereafter he/she serves in that specific classification, to the next higher step of the salary range approved for the class of position the employee fills if the employee has earned such advancement according to Section 7.3, Evaluations.

6.2.3 - Promotion. When an employee is promoted, i.e., reassigned to a position in a new class with a higher maximum salary than the previous class, the employee's salary shall be adjusted to the existing step of the new range which shall be at least five percent (5%) higher than the employee's existing salary or the top step of the new range if 5% increase cannot be achieved. An employee who is promoted shall have a new anniversary date as of the date of such promotion, for purposes of evaluation and step raise only.

6.2.4 - Demotion. When an employee is demoted to a position in a class with a lower maximum salary range than the previous class, the employee's salary shall be adjusted to the highest possible salary on the lower range for which the employee is eligible in terms of years of service, but which in no case exceeds or is equal to his/her existing salary. An employee who is demoted shall have a new anniversary date as of the date of such demotion, for purposes of evaluation and step raise only.

6.2.5 - Transfer. An employee transferred to a position in a class with the same range number shall receive the same salary the employee would be otherwise entitled to on the

date the transfer is effective.

6.2.6 - Position and Reclassification. The salary of the incumbent of a position which is reclassified shall be determined as follows:

6.2.6.1 - If the position is reclassified to a class with the same salary range, the salary of the employee shall not change.

6.2.6.2 - If the position is reclassified to a class with a higher salary range, the salary of the affected employee shall not be reduced from his or her current salary.

6.2.6.3 - If the position is reclassified to a class with a lower salary, the salary of the employee shall not change. In cases where the salary of the employee is greater than the maximum of the new range, said employee shall be Y-rated at their current salary.

6.2.7 - Pay upon Termination. An employee who terminates his/her employment with the Court shall receive all his/her outstanding pay within forty-eight (48) hours of his/her termination date.

Section 6.3 - Differentials/Allowances

6.3.1 - Educational Incentive Program. Employees shall be eligible for tuition reimbursement, to include books, lab fees, related course material and parking permits, up to a maximum of $500 per semester provided they have received prior approval by the Court Executive Officer and successfully completed the requirements of the approved class. Employees shall be eligible for reimbursement provided the classes meet the objective defined in Section 8.3.6.

6.3.2 – Bilingual Pay Stipend. In recognition of certain language skills which can be beneficial to providing effective customer service, the Court will provide a language stipend to each employee who possesses such skills. This stipend will be based on the Court Executive Officer's determination on whether a language is eligible for a stipend and will follow the criteria below.

1. To be eligible for this stipend, employees must submit a written request to the CEO that identifies which language they speak and their current ability to speak the language fluently. Once the request has been submitted, the employee will be required to successfully pass a language skills test provided by the Court. Approval of this stipend is at the discretion of the CEO and may be rescinded at any time.
2. The bilingual pay stipend shall be paid in the amount of $60.00 per pay period and will not be paid when the entire pay period consists of annual/sick and/or unpaid leave.
3. Employees shall be paid in the amount of $60.00 per pay period regardless of the number of languages they speak.
4. Testing is not subject to the grievance procedure.

Section 6.4 - Benefits

6.4.1 - Insurance. The Court's monthly contribution level for various insurance shall be as follows:

	2023
Health:	~~$525.00~~ $799.44 *
Dental	~~$46.10*~~ $40.10 *
Vision	~~$8.60*~~ $8.60 *
Life	~~$2.05 (single)/$2.55 (double)**~~ $2.22 (single)/$2.77 (double)**
SDI	100%
Option	$425.00 ***

Effective 12/01/2023, the Court shall contribute to monthly healthcare premiums an amount equal to 100% of the lowest-cost Court sponsored health plan for employee only coverage, provided the mechanism to fund trial court employee benefits remains substantively consistent.

If the mechanism to fund trial court employee benefits changes and/or the Court's funding for benefits is reduced, the Court's contribution will remain at current contribution rate.

The Court shall notify the Union within a reasonable amount of time from when it becomes aware of the establishment of substantive changes to the mechanism to fund trial court employee benefits, and the parties shall thereafter meet and confer over such changes and their anticipated impact.

Employees may apply the balance of the Court's Health Insurance monthly contribution that exceeds the employee's actual premium cost to deferred compensation. It is the responsibility of the employee to notify the Auditor's office how to distribute these funds.

*The Court will cover 100% of premium increases for employee only dental and vision. The Court agrees to cover 100% of the premium increases for dental and vision through the term of this MOU up to a combined amount not to exceed $15.00 per employee. If the monthly dental and vision premiums decrease below the amounts specified above, the Court is only responsible to contribute the actual monthly premium amounts.

**Life insurance will not be effective until employee is employed for the time required by the County administered Life Insurance Program.

***Effective 11/01/23, employees are given the sum of $425.00 which they can apply to supplement health, dental and vision premiums and/or apply to deferred compensation or take in cash at their option. It is the responsibility of the employee to notify the Auditor's office how to distribute these funds.

6.4.2 - Maintenance of Benefits. The Court reserves the right to terminate or change any and all benefit programs as stated in Section 6.4.1, Insurance, provided that it replaces such plans with equivalent benefits. The Court shall meet and confer with the Union prior to any changes.

6.4.3 - Benefits Available During Leaves. During any leave under Section 8.3, Leaves, with the exception of the Federal Family and Medical Leave Act and/or the California Family Rights Act, an employee may carry through certain benefits while not on Court payroll, as follows:

6.4.3.1 - Life, Dental. and Vision. May be carried for 90 days while on leave. Employee must pay the total premium, including the Court's portion. The County Auditor must be notified and checks must be made payable to the Court.

6.4.3.2 - Health. May be carried while on leave. With the exception of Family Medical Leave as set forth in Court policy, the employee must pay total premium including the Court's portion. A form must be signed by the County Auditor's Office and checks must be mailed to the carrier.

6.4.3.3 - State Disability Insurance. Any employee who suffers a disability should obtain disability insurance information from the Auditor's Office.

6.4.4 - Retirement. The Court shall provide to covered employees retirement benefits under PERS known as the 2.7% at 55 retirement option based on the highest single year of annual income qualifying under the PERS contract. Employees hired on or after November 1, 2011, and before January 1, 2013, shall be provided retirement benefits under the 2%@55 retirement option based on the three year final compensation method of determining income qualifying under the PERS contract. Employees hired after January 1, 2013, shall be provided 2%@62 retirement option pursuant to the California Public Employees' Pension Reform Act (PEPRA).

Effective June 1, 2015, employees shall assume and pay four percent (4%) of each employee's standard contribution to PERS and the Court shall assume and pay four percent (4%) of each employee's standard contribution to PERS. Effective February 1, 2016, employees shall assume the remaining amount of each employee's standard contribution to PERS and the Court shall not pay any portion of the employee's standard contribution to PERS.

Two tier retirement health benefit vesting requirement, with new-hires effective February 1, 2007, vesting is as follows, as specified by PERS: At (age 50 and) 10 years of continuous employment with the Mariposa County Superior Court, 50% of the Court contribution; at 15 years of continuous employment with the Mariposa County Superior Court, 75%; at 20 years of continuous employment with the Mariposa County Superior Court, 100%. Per PERS' specifications, the Court's contribution must be the same as the State's contribution. Employees hired before February 1, 2007, who retire at age 50 with five years of continuous employment with the Mariposa County Superior Court will continue to get the Court contribution as provided in current Court policy.

6.4.5 - Longevity Pay. Longevity pay shall be granted to all regular Court employees covered by this Memorandum of Understanding.

6.4.5.1 - For ten (10) years of continuous service, a three percent (3.0%) pay increase to be effective on the tenth anniversary date of the employee.

6.4.5.2 - For fifteen (15) years of continuous service, a three percent (3.0%) pay increase to be effective on the fifteenth anniversary date for the employee.

6.4.5.3 - For twenty (20) years of continuous service, a three percent (3.0%) pay increase to be effective on the twentieth anniversary date for the employee.

Longevity pay shall be granted despite any pending step increases or range changes.

If, at the time of contract ratification, an employee on the current Court payroll has achieved any of the above milestones, the employee's pay will be adjusted accordingly. Said adjustment will be made beginning the first full pay period that begins on November 1, 2018.

6.4.6 - Workers' Compensation/State Disability

6.4.6.1 - Eligibility. Every employee shall be entitled to industrial injury leave when he/she is unable to perform services because of any injury as defined in the Workers' Compensation Act, or non-industrial injury leave when he/she is unable to perform services because of an injury sustained off the job.

6.4.6.2 - Compensation. An employee who is disabled as a result of an injury shall be placed on leave, using as much of his/her accumulated compensatory time off, his/her accrued sick leave, and his/her vacation time as when added to any disability indemnity payable under the Workers' Compensation Act or the State Disability Insurance Program will result in a payment to him/her of not more than his/her full salary.

6.4.6.3 - Usage. Leave time so utilized shall be prorated in relation to the difference between the disability indemnity pay and the employee's full salary and shall be charged to the employee from the employee's available sick leave, vacation, or comp time, at the employee's option.

ARTICLE 7 - STATUS OF EMPLOYEES

Section 7.1 - Status of New Employees

A new employee shall be on probation during the first twelve (12) months of employment with the Court. During this twelve-month period, the probationary employee's performance will be subject to continual evaluation and assessment, which may include periodic written evaluations. At any time during the probationary period, the Court may relieve the individual from employment with the Court without cause. If at the end of the probationary period, the Court Executive Officer believes the employee is doing the work satisfactorily, the Court shall so inform and evaluate the employee. The employee shall then have permanent status.

When an employee with probationary status is authorized paid leave, a leave of absence without pay, or a combination of paid leave and leave of absence without pay of more than 30 consecutive calendar days, the probationary period shall be extended for that employee by the number of consecutive calendar days of such absence.

Section 7.2 - Status of Permanent Employees

7.2.1 - Status of Permanent Employees who are Promoted or Transferred. An employee having permanent status who is promoted or transferred shall be on probation for six (6) months in the new position to which he/she has been promoted or transferred. During this probationary period, the employee shall be regarded as having permanent status in the former position. Managers and/or supervisors shall monitor the progress of the employee and offer suggestions for improvement if needed. If an employee fails to accomplish his/her work satisfactorily, the manager or supervisor may, at any time during the probationary period, relieve the individual from his/her duties in the new position.

Thirty (30) days before the end of the probationary period, the employee shall receive a performance evaluation. If the evaluation is satisfactory, the employee shall receive permanent status. If the evaluation is unsatisfactory, the employee shall be relieved of his/her duties. Any employee rejected during the probationary period following a promotional or transfer opportunity, shall be returned to the lower or lateral classification. If no vacancy exists in the lower or lateral classification, the provision of Article 12, Seniority & Layoff, shall apply.

All Court employees who attain permanent rank shall have served a twelve (12) month probation, regardless of possible promotion while serving as probationary employees.

Section 7.3 - Evaluations.

Probationary employees will be evaluated within 30 days immediately prior to or immediately following their six-month anniversary date of hire.

Permanent employees will be evaluated thirty (30) days immediately prior to or immediately following the employee's anniversary date and annually thereafter. If no such evaluation is made, it shall be assumed that the employee is performing satisfactorily, and if eligible

the step increase shall be awarded. If a manager evaluates an employee who is still eligible for step increases, and determines that the employee has not performed competently, the step increase may be denied. Such denial shall be subject to the grievance procedure.

7.3.1 - All employees shall be evaluated on a standardized personnel form. The Court and Union agree to meet and consult to establish a standardized evaluation form to be used throughout the Court.

Section 7.4 - Rights.

Probationary employees, including new employees and employees who have been promoted or transferred, shall have all rights afforded permanent employees under this Memorandum of Understanding, with the exception of the unsuccessful completion of the probationary period (termination, demotion, or return to former position), in which case the employee shall have no right to appeal such action to the grievance procedure. The Union recognizes that probationary employees may be released from Court employment without cause.

ARTICLE 8 - ATTENDANCE AND LEAVES

Section 8.1- Working Hours

8.1.1 - Regular Hours. Court employees shall work forty (40) hours per week or its equivalent based upon the following existing schedules:

8.1.1.1 - An eight (8) hour workday, Monday through Friday from 8:00 a.m. to 5:00 p.m.; Alternative schedules may occur as operational needs arise, based on mutual agreement between the employee and the CEO and/or their designee.

8.1.1.2 - Flex schedules that have been approved by the Court.

8.1.2 - Rest Period. An employee will be provided a 15 minute rest period for every 4 hours of work. However, the break periods must be taken during the midpoint of the work period and not accumulated.

8.1.3 - Meal Periods. Employees shall be provided with an unpaid meal period of no less than 30 minutes and no more than 60 minutes in duration for each shift of 5 consecutive hours or more. If an employee is directed to perform work during such meal period, then the employee shall receive pay for the meal period as per FLSA requirements.

8.1.4 - Overtime. Employees are eligible for overtime and shall be paid at the rate of time and one-half (1 1/2) for any overtime in excess of forty (40) hours per work week or its equivalency, or shall be entitled to compensatory time off at the rate of time and one- half, at election of employee at the time of accrual. Supervisors will make every effort to see that overtime is offered on an equitable basis to those requesting to work overtime. Employees accruing compensatory time must take that time off within sixty (60) days of the end month in which the time was accrued, or the time will be paid at the time of payment of the next payroll. Time for which pay is received but not worked, such as vacation, sick and authorized compensatory time off, shall be counted toward the base period.

Section 8.2 - Schedule Changes.

Any change in working schedules, including days and hours to be worked and affected classes, shall be administered as follows:

8.2.1 - Proposed changes may be initiated by a manager or employee.

8.2.2 - The Court Executive Officer shall meet with the Union and affected employees regarding the proposed changes, if the work schedule change is intended to be in effect for more than one pay period. The parties shall meet at the earliest mutually agreeable date and attempt, in good faith, to reach agreement. Thereafter, either party may declare impasse. Notwithstanding this obligation, this process shall not be construed as a formal meet and confer session as defined in the Employee Employer Relations Rules.

8.2.3 - If agreement is reached, the Court Executive Officer shall make a recommendation regarding proposed schedule changes to the Court.

8.2.4 - If impasse is declared, either party may submit the dispute to the Presiding Judge no earlier than (30) days nor later than sixty (60) days thereafter. During this period, the parties shall meet at either party's request in order to resolve the dispute.

8.2.5 - The Presiding Judge shall make the final decision which is final and binding on all parties. The decision of the Presiding Judge is not subject to the grievance procedure.

Section 8.3 - Leaves

Leave provisions exist for the convenience of employees who must, or wish to, absent themselves from work for various reasons.

Employees who are absent from work must be on either an approved leave, sick leave, annual leave, or compulsory leave. Other absences are treated as absences without leave and are subject to disciplinary action. Sick leave, annual leave and compulsory leave will be requested and approved by use of the Court's standardized leave form.

8.3.1 - Annual Leave. Employees shall be entitled to vacation annually with pay. Employees shall earn vacation at the following rates:

At start of employment	10 days (6.67 hours/month)
Effective on the employee's third (3^{rd}) anniversary	15 days (10.00 hours/month)
Effective on the employee's fifth (5^{th}) anniversary	18 days (12.00 hours/month)
Effective on the employee's tenth (10^{th}) anniversary	23 days (15.33 hours/month)

Employees shall be entitled to take only that vacation time which has been earned.

An employee who becomes ill or injured during his/her vacation leave will not be charged vacation leave for the period of illness or injury, provided satisfactory proof in the form of a physician's statement is received by the Court Executive Officer within three (3) days of occurrence.

8.3.2 - Vacation Accrual. Employees may accumulate up to One Hundred and Sixty (160) hours of vacation without approval of the Court. With the approval of the Presiding Judge, and upon request in writing to the Court Executive Officer, the Court may allow employees to accumulate up to a maximum of Two Hundred and Eighty (280) hours. Employees requesting permission from the Court to accumulate more than One Hundred and Sixty (160) hours vacation, must make that request prior to accumulating One Hundred and Sixty (160) hours. Accumulated vacation may be taken between anniversary dates with the approval of the Court. No employee may take more than One Hundred and Twenty (120) hours vacation at one time without the approval of the Court. Employees who have accumulated One Hundred and Twenty (120) hours of vacation may request a cash out of up to 40 hours of vacation time once per year. Such cash out requests must be in at least one full day increments. Only one such request will be processed for any eligible employee in any one fiscal year.

Supervisors will make every attempt to respond to vacation requests and communicate their decision to approve or deny the request within ten (10) working days. In the event the request is denied, the supervisor will provide an explanation in writing for the denial. Requests for vacation shall be approved on a first come, first served basis. In the event 2 employees request the same time off and requests are both submitted at the same time, the more senior employee shall be granted the time off.

8.3.3 - Sick Leave. Employees shall be entitled to cumulative sick leave with pay at the rate of twelve (12) hours per month.

Sick leave provides compensation to employees who are unable to work because of the employee's own illness or injury.

Sick leave may be taken for the diagnosis, care, or treatment of an existing health condition of the employee or the employee's family member. Sick leave may also be taken for preventive care for the employee or the employee's family member. For purposes for this policy, "family member" is defined as the employee's spouse, registered domestic partner, child (including child of registered domestic partner), parent (including parent-in-law and stepparent), grandparent, grandchild, sibling, or a "designated person." For the purposes of this policy, "designated person" is defined as a person identified by the employee at the time the employee requests paid sick days. The employee is limited to one designated person per 12-month period for paid sick leave. Such leave for this purpose shall not exceed ten (10) working days per calendar year and requires authorization by the Court Executive Officer. If an employee reaches the ten (10) working day maximum under this section, s/he may request to use other accrued paid leave in order to continue to care for the immediate family member. The Court Executive Officer and/or his/her designee will review such requests and determine whether the Court has the ability to grant/schedule said request, taking into account the Court's operational needs.

The Court Executive Officer shall also permit sick leave earned to be used for medical and dental office calls when it is necessary for the employee to be absent during working hours for this purpose.

Doctor's note: The Court Executive Officer shall have the right to require a doctor's certificate showing that any employee under his/her jurisdiction is unable to perform the duties of employment by reason of illness. In the event that said certificate is not provided within three (3) days from the date of demand, the employee concerned shall not be entitled to receive compensation herein provided until such time as satisfactory proof is provided to the Court Executive Officer of the right to receive compensation for sick leave.

8.3.3.1 - Personal Necessity. Employees shall be entitled to use seven (7) days of paid sick leave allotment per year in case of personal necessity. Personal necessity leave shall be limited to circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, that necessitate immediate attention, and that cannot be taken care of after work hours or weekends. The requested leave must be approved by the Supervisor in advance of the absence.

8.3.3.2 - Inclement Weather Leave/Emergency Leave. Where the weather conditions are of such severity that an employee is not able to reach a work assignment location, or an employee requests to come into work late and/or leave a work assignment location early to be able to return home, such absence shall be charged, at the option of the employee, either to vacation time, personal necessity, compensatory time off, or, where the employer and employee agree, or by working additional hours in the same work week that the delay occurred. Employees may charge such absence to leave without pay only if all vacation, personal necessity, and compensatory time off balances have been exhausted and approved by the CEO.

8.3.3.3 In the event of a formal state of emergency and/or emergency and/or when there is inclement weather, anticipated inclement weather, power outage, emergencies, or other unsafe or inadequate working conditions beyond the control of the court, that prevents employees from access to the court or access to return home court employees will receive their regular rate of pay titled emergency paid leave (not charged to their regular accruals.) Emergency paid leave will be issued at the Court's discretion, and only when the Court Executive Officer and Presiding Judge have determined that unsafe or inadequate working conditions exist to order a temporary interruption of the court's regularly provided services.

8.3.3.4 Payment of Accumulated Sick Leave. The Court shall pay the accumulated sick leave of an employee upon service retirement (excluding deferred retirement), disability retirement, or death as follows:

8.3.3.4.1 - After five (5) years of continuous service, twenty-five percent (25%) of his/her accumulated sick leave up to a maximum of two hundred forty (240) hours.

8.3.3.4.2 - After ten (10) years or more continuous service, fifty percent

(50%) of his/her accumulated sick leave up to a maximum of four hundred eighty (480) hours.

8.3.3.4.3 - The Court will contract with PERS to provide for retirement credit for unused sick leave. The current cap on sick leave will be lifted; however, this cap (Section 8.3.3.2) will remain for current employees electing sick leave pay-off rather than service credit conversion. Employees hired prior to or on June 30, 1996 will have the option to elect payment for accumulated sick leave or credit for unused sick leave under Section 20862.8 of PERS; however, employees hired after June 30, 1996 will have the PERS program credit only.

8.3.3.4.4 - In order to qualify for payment of service retirement accumulated sick leave hereunder, an employee must apply for and be granted retirement pursuant to County's "Public Employees Retirement System" (PERS) contract, with the State of California.

8.3.4 - Bereavement Leave. The Court will grant bereavement leave to any employee who requires time off due to the death of an immediate family member or any person residing in the employee's household. For purposes of this policy, an employee's "immediate family member" is defined as the employee's spouse, registered domestic partner, child, parent, sibling, grandparent, and grandchild. Step-relatives and in-laws in the relationships listed are also considered immediate family members. Relatives of domestic partners are covered to the same extent as relatives of a spouse.

All regular full and part-time employees will be granted up to five (5) days paid time off over a 12-month period (following the date of death) for the death an immediate family member as defined in this section.

All regular full and part-time employees will be granted up to three (3) days paid time off over a 12-month period (following the date of death) for the death of a grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

This bereavement leave benefit is only available to employees once in the 12-month period noted immediately above (i.e., the benefit is not available for multiple occurrences that take place within the same 12-month period). In the unfortunate circumstance that an employee encounters multiple family deaths within the same 12-month period, the employee retains the right to request to use other accrued paid leave in order to take more time off for the additional deaths. The other potential accrued paid leave includes the personnel necessity leave mentioned in Sick Leave Section 8.3.3.1, as well as Annual Leave under Section 8.3.1. The Court Executive Officer and/or his/her designee will review such requests and determine whether the Court has the ability to grant/schedule said request, taking into account the Court's operational needs.

Employees must take this leave in consecutive days, and will be paid only for days and hours they were scheduled to work.

If an employee wants additional time off relating to a death covered by this section, said

employee may, with approval, use other available paid leave to take that additional time off.

Upon request, employees must provide the Court with verification of the family member's death. The employee will provide verification within two weeks of the requested leave or as soon as practicable.

The bereavement leave referenced above cannot be carried over if not used within one (1) year of the date of death, and unused bereavement leave will not be paid out to the employee upon separation from the Court.

8.3.5 - Illness Leave. This type of leave may be used for any legitimate illness including temporary medical or psychiatric problems and is ordinarily only used when an employee is not eligible for or has exhausted his/her paid sick leave balance. An employee requesting such leave due to illness or disability shall use any accumulated sick leave prior to the requested beginning date of such leave.

Requests for illness leave must be accompanied by a statement from the employee's physician specifying the nature of the illness and the anticipated time of release for return to the active duty.

Immediately prior to, or at the time of, return to active duty, the employee must provide a statement from a physician certifying to the employee's physical and/or mental ability to resume the specific duties of the position. The Court Executive Officer may require the employee to submit to an examination at Court expense by a physician chosen by the Court.

The employee shall not be entitled to any compensation for this type of leave. Illness leave may be granted for a period of up to 12 months and may be extended upon approval of the Court. The 12 month period is in addition to the Federal Family and Medical Leave Act and/or California Family Rights Act. Notwithstanding anything contained herein to the contrary, if an employee elects to use illness leave under the Federal Family and Medical Leave Act and/or California Family Rights Act, the employee shall receive benefits consistent therewith.

8.3.6 - Education or Training Leave. This type of leave is generally granted when the kind of education or training undertaken is likely to enhance the Court's capabilities to provide service to the public. Consequently the training should have as its objective either, I) an increase in the effectiveness of the employee in a current job assignment or,
2) an enhancement of the employee's advancement possibilities within Court service.

The employee shall not be entitled to any compensation for this type of leave. Medical, dental and other insurance may be continued, but at no cost to the Court. Time on leave does not count towards seniority, and leaves exceeding one year will involve loss of seniority.

Education or Training Leave shall require written approval of the Court Executive Officer and shall not exceed one (1) year in duration unless the Court extends the leave upon request of the employee through the Court Executive Officer.

8.3.7 - Military Leave. Military leave is governed by the provisions of the California Military and Veterans Code. The request of an employee who has permanent status for military leave of absence can be honored by the Court Executive Officer only if the employee includes with the request a copy of the military orders. This request shall be submitted not less than fifteen (15) days prior to the effective leave date unless an emergency arises preventing this. A copy of the leave papers and the appropriate notification documents are submitted to the Court prior to the effective date of leave. The granting of leave and payment therefore are not inseparable matters, but are mandatory under certain specific conditions specified by the Military and Veterans Code. The Court Executive Officer will abide by the Military and Veterans Code in determining the appropriateness of leave and payment therefore.

8.3.8 - Compulsory. If, in the opinion of the Court Executive Officer, an employee is unable to properly perform the duties of the position because of physical or mental reasons, such employee may be required to submit to an examination by a physician designated or approved by the Court. If the report of the physician shows the employee to be in an unfit condition to perform the duties, the Court Executive Officer may, subject to the approval of the Court, compel such employee to take sufficient leave of absence to fit the employee to perform the duties; however, the employee shall be entitled to use accumulated sick leave and annual leave before being placed on compulsory leave without pay.

8.3.9 - Maternity Leave. Pregnant employees are entitled to FMLA/CFRA/Pregnancy Disability Leave as provided by law. The employee shall give the employee's immediate supervisor a two (2) week notice of intent to return to work with the Court being allowed the option to consent to commencement for employment earlier than said two (2) weeks.

An employee who seeks maternity leave must notify the employee's immediate supervisor as early as possible and provide a statement from a California licensed physician certifying as to her ability to perform the duties of her position and indicating the anticipated delivery date.

An employee returning to work shall submit a physician's certificate that she is capable of performing the duties of her position.

8.3.10 - Jury Duty. Workers shall be allowed to take leave from his/her Court duties without loss of wages, vacation time, compensatory time, sick leave or worker benefits for the purpose of responding to a summons for jury selection or serving on a jury for which he/she has been selected. This right to take leave shall apply equally to all employees, including those working evening or graveyard shifts. An employee who is excused from having to serve as a juror will contact his/her supervisor and shall return to work for the balance of the shift. Those employees who work swing or graveyard shift and who are excused from having to serve as a juror will be expected to report for their assigned shift. An employee will turn over to the Court any compensation received for time involved in the jury selection process or serving on a jury on an employee's scheduled work day.

8.3.11 - Leave Without Pay. With the approval of the Court Executive Officer, an employee may be granted a leave of absence without pay for an indefinite period not to exceed 30 days. On expiration of the approved leave, the employee shall be reinstated to their same position. The Court Executive Officer may recall the employee from leave prior to its expiration should unforeseeable changes in operating requirements occur. During such leave without pay, the employee will not accrue seniority or benefits credits.

8.3.12 - Failure to Return from Leave at Scheduled Time. Failure to report for duty after a leave of absence has expired or has been disapproved or revoked may, at the option of the Court Executive Officer, be considered as absence without leave and subject the employee to disciplinary action unless such failure to report is for reasons beyond the physical control of the employee.

8.3.13 - Payment for Earned Annual Leave upon Termination. Upon termination, an employee shall receive pay for annual leave earned but which remains unused as of the date of termination.

8.3.14 - Court Business. No Court employee shall be docked any time by a manager while that employee is engaged in Court sanctioned business, including, but not limited to, serving on official Court committees, representing employee bargaining units while bargaining with the Court on behalf of employees.

ARTICLE 9 - HOLIDAYS

Section 9.1 - Legal Holidays

1) Judicial Branch holidays are established by Government Code 6700 and Code of Civil Procedure section 135, as amended. Employees will receive paid days off for those holidays, and holiday pay rates will apply if the Court directs employees to work on those days. Before the end of each calendar year, the Court will provide employees with a list of the Judicial Branch holidays for the upcoming year.

2) Every employee shall be entitled to take as a holiday the Friday preceding any Saturday on which one of the holidays set out in 1, 5, 7, 10 and 12 occurs.

3) Every employee shall be entitled to take as a holiday the Monday following any Sunday on which one of the holidays set out in 1, 5, 7, 10, and 12 above occurs.

Section 9.2 - Personal Holidays

9.2.1 - Personal Holiday. All Court employees are entitled to a personal holiday; all new employees of the Court are entitled to a personal holiday after their one-year (I-year) anniversary in the calendar year of their first anniversary date. The personal holiday must be taken during the calendar year in which it is earned, cannot be rolled over into the next year, and is subject to prior approval by the Supervisor.

9.2.2 - Additional Holiday. Every employee shall be entitled to take an additional holiday, the last working day before or the first working day after any Court legal holiday, subject to the employee's choice and prior approval of the employee's Supervisor.

Section 9.3 - Holiday Pay

Employees required to work on a holiday will receive 8 hours of straight time for the holiday, plus time and one half at the normal hourly rate for time worked.

ARTICLE 10 - TRAVEL EXPENSE REIMBURSEMENTS

Section 10.1 When it is necessary for employees to travel and incur expenses on Court business, it is the intent of the Court that those employees neither suffer a financial burden nor derive financial benefit as a result of that requirement.

Section 10.2 Actual and necessary business travel cost - including lodging, meals, incidentals, and travel - will be reimbursed with prior approval of the Court Executive Officer or designee consistent with the policies of the Judicial Council of California (JCC), as those policies may be amended from time to time. JCC travel policies will be distributed to all newly hired employees during new employee orientation.

Section 10.3 If the JCC amends its travel policies, including rate reimbursements, the Court agrees to provide the Union and all bargaining unit members with a copy of the JCC's relevant policies, memoranda and/or forms within thirty (30) days of the date the Court is made aware of amendment thereto.

Section 10.4 A travel expense advance of one hundred percent (100%) of estimated expenses for meals, lodging, registration, and transportation for travel shall be advanced to any Court employee, upon request of the employee and approval of the Court Executive Office involved in the request. A request for a travel expense advance must be made no later than fifteen (15) days prior to the event. At the time the request is submitted to the Court Executive Officer, a copy of the registration for the meeting shall be attached to the advance request and a copy of any pre- registration forms for the lodging and meals shall be attached to the advance request if such information is available. In the event the advance is not used because the employee failed to attend the particular event for which expenses would have been incurred, the employee shall immediately return the travel expense advance check or immediately reimburse the Court.

Travel advances shall be reconciled by the employee with the Court's Administrative Office within fifteen (15) days.

ARTICLE 11- RECLASSIFICATION AND OUT-OF-CLASS WORK

Section 11.1 - Definition of Out-of-Class Work

Out-of-class work shall be defined as performing the significant duties, and assuming the major responsibilities, of a position in a higher and different classification. "Significant duties" are defined as those duties that are unique and clearly differentiated from those duties performed by an employee in their current classification.

Section 11.2 - Procedures

When it appears that there has been a significant change in the duties and responsibilities of a position, an employee may request a reclassification to an existing Court classification during the month of October. Such request shall be in writing, shall state the reasons for such request, and shall be submitted to the Court Executive Officer.

The Court Executive Officer shall consider such requests and recommend one of the following actions to the Presiding Judge:

11.2.1 - Deny the request and assign only those duties to the employee that are within the employee's current job description;

11.2.2 - Approve the request for reclassification;

11.2.3 - Deny the request for reclassification. At least 10 working days prior to the Court Executive Officer docketing his/her recommendation of one of these actions to the Presiding Judge, the Court shall give prior notice to the Union of all the reclassification requests affecting employees covered by this Memorandum of Understanding, and the recommendations to the Presiding Judge. A written summary of the Court Executive Officer's recommendation will be provided to the affected employee upon request from the affected employee.

The Court shall act upon the recommendations and shall communicate its decision to the employee and the Union within twenty (20) working days after receiving the request for reclassification.

The Union may appeal the decision of the Presiding Judge (11.2.3 only) to arbitration in accordance with step 3 of the grievance procedure. Prior to arbitration, the parties shall meet at either the Union's or the Court's request to attempt to resolve any disputed decisions.

The jurisdiction and authority of the arbitrator and his/her opinion and award shall be contained exclusively to the issue for whether or not the employee is working out of classification, as defined in Article 11, Section 11.1, Definition of Out-of-Class Work. In the event the arbitrator rules for the employee and Union, the Court shall either reclassify the employee as requested or assign only those duties to the employee that are within the employee's current job description.

Section 11.3 - General Conditions

11.3.l - Effective Dates. In the event a reclassification request is approved by the Presiding Judge subsequent to either the Court Executive Officer's recommendation or the arbitrator's decision, the effective date for the change shall be the December I following the date of the request.

11.3.2 - Out-of-Class Payments. If the Court Executive Officer is directed to assign only those duties that are within the employee's current job description by the Presiding Judge, or if the Presiding Judge decides to remove the higher class duties subsequent to an arbitrator's decision in favor of the employee, the Court shall pay out of class pay, as described in Article 11, Section 11.4, Temporary Assignments.

11.3.3 - One Year Bar. If an employee's request is denied in arbitration, he/she shall be barred from filing another reclassification request during the month of October following the denial.

Section 11.4 - Temporary Assignments

Employees who are assigned out-of class work of a higher level permanent position on a temporary basis due to a vacation, illness, other type of short-term leave shall receive a salary rate increase to the next higher level for the time actually worked, provided that the total continuous assignment is eighty (80) working hours or more. Such increase shall be determined as if the assignment had been a promotion, and shall be effective from the first day of such an assignment.

Employees who are assigned out-of-class work as defined above, due to a vacancy or long-term leave and those employees who are performing out-of-class work, as defined above, in addition to their regular duties shall receive a salary rate increase to the next higher level for the time actually worked and shall not be subject to the eighty (80) hour rule.

ARTICLE 12 - SENIORITY & LAYOFF

Section 12.1 - Seniority Defined

Seniority is defined as an employee's length of continuous service in a permanent position with the Court, in a classification covered by this Memorandum of Understanding. Permanent Part-Time Employees shall accrue seniority on a pro-rated basis.

Section 12.2 - Order of Layoff

When one (1) or more employees in the same classification in a department are to be laid off, the order of layoff in the affected department shall be follows:

a) Extra help employees;
b) Probationary employees in the inverse order of seniority;
c) Permanent part-time employees in the inverse order of seniority;
d) Regular full-time employees in the inverse order of seniority.

Section 12.3 - Notice of Layoff

Employees subject to the provision of this Article shall be given at least (30) calendar days written notice prior to the effective date of layoff, except in cases of bona fide emergency. The Union shall receive concurrent notice, and upon request, shall be afforded an opportunity to meet with the Court to discuss any proposed alternatives. The procedures in Section 12.4 shall be applied prior to the effective date of the layoff.

Section 12.4 - Reassignment in Lieu of Layoff

12.4.1 - Vacant Positions. In the event of notice of layoff, an employee so affected will be allowed to transfer to a vacant position the Court has determined to be filled in his/her classification or any classification at the same or lower level in which the employee had formerly held permanent status. The Court shall provide a listing of appropriate vacancies and the employee may select from this list.

12.4.2 - Displacement. In the event there are no vacancies as listed in 12.4.1 above, the employee shall have the right, upon request, to be returned to any classification at the same or lower level in which permanent status had formerly been held, provided he/she has seniority over a current incumbent, and the regular layoff procedure in that same or lower level shall apply.

Section 12.5 - Layoff

In the event that an employee is not reassigned in lieu of layoff as in Section 12.4 above, he/she shall be laid off. If an employee elects not to exercise the rights in 12.4.2, Order of Layoff, he/she may be deemed to have been offered and to have declined such work unless the employee has a compelling reason for not accepting such position, as determined by the Court.

Section 12.6 - Re-employment List

12.6.1 - Recall. The names of such probationary and permanent employees reassigned or laid off in accordance with 12.4.2 or Section 12.5 of this Article shall be entered upon a re-employment list in inverse order as specified in Section 12.2. As positions from which employees were re-assigned or re-employed become open, they shall be filled from this list.

12.6.2 - Deletion from List. No name shall be carried on a re-employment list for a period longer than eighteen (18) months. Names shall also be dropped from the list upon re-employment under 12.6.1, Recall, above.

Section 12.7 - Seniority Accrual

Seniority shall continue to accrue while an employee is in paid status, or during illness leave due to industrial disability. Seniority shall be broken upon resignation, discharge for just cause, promotion out of the bargaining unit, failure to respond to a recall from layoff under 12.6.1 above, or absence without approved leave for three (3) or more consecutive days without adequate cause.

ARTICLE 13 - EMPLOYEE DISCIPLINE

A permanent employee may be demoted, suspended or dismissed by the Court Executive Officer in accordance with this Article.

An employee shall have the right to have a Union representative present at any meeting with supervisors or management representatives when the employee has reason to believe that such meeting is disciplinary in nature. If requested, a Union representative will be provided as soon as reasonably possible, but in no event later than 48 hours from the notification by the Court to the employee that such meeting will occur. An employee may inquire prior to entering a meeting as to the nature of such a meeting.

One Representative shall be released from duty for the purpose of representing employees at meetings which are disciplinary in nature. Representatives shall be allowed a reasonable amount of time to conference with the affected employee prior to entering such meeting.

Nothing contained herein shall prevent the Court from taking whatever disciplinary action it may deem appropriate under Article 13 with the full understanding that such matters are subject to the grievance procedure as set forth in Section 14.3.

Section 13.1 - Just Cause

The Court shall discipline, suspend with or without pay, discharge, or demote a permanent employee for just cause only. The discipline shall be reasonably related to the seriousness of the offense. One or more of the following causes shall be grounds for suspension, demotion, dismissal, or discipline, of any permanent employee, including, but not limited to:

13.1.1 - Omission or willful misrepresentation of a material fact or other fraud in securing employment including, but not limited to, the following:

13.1.1.1 - Falsification of application for work.

13.1.1.2 - False information regarding driver's license.

13.1.1.3 - False information regarding professional licenses, credentials, or certificates.

13.1.2 - Incompetence.

13.1.3 - Insubordination.

13.1.4 - Dishonesty.

13.1.5 - Improper use of drugs or alcohol including, but not limited to, the following:

13.1.5.1 - In possession of, under the influence of, alcohol beverages, while at work or in Court work areas.

13.1.5.2 - In possession of, under the influence of, or trafficking in habit-forming drugs and/or narcotics while at work or on Court property. The term "drugs" means controlled substances as defined in Division 10 (commencing with Section 11000) of the California Health and Safety Code.

13.1.6 - Unexcused absence from duty, including, but not limited to, participation in unlawful strikes or other job actions, such as sick-ins or slow downs, or not available if officially on call.

13.1.7 - Misuse of Court property or damage to Court property resulting from misuse or negligence.

13.1.8 - Violation of a Court directive, rule or policy.

13.1.9 - Sexual harassment.

13.1.10 - Habitual tardiness.

13.1.11 - Excessive Absenteeism.

13.1.12 -Abuse of Leave.

Section 13.2 - Notice of Intent to Discharge, Demote, or Suspend

When the Court contemplates disciplinary action against a permanent employee, the concerned employee shall receive advance written notice of the proposed action.

13.2.1 - Said notice shall state the date the proposed action will be effective and the specific grounds upon which the action is being taken.

13.2.2 - Said notice shall inform the employee of his/her right to respond to the proposed action and of his/her right to receive a copy of the written materials alleged to support the action.

13.2.3 - An employee, upon receipt of proposed action, shall have ten (10) working days to respond to the proposed action.

13.2.4 - Said response may be made orally or in writing.

13.2.5 - Said response shall be made to the Court Executive Officer.

13.2.6 - When a response is made to a proposed disciplinary action, the Court Executive Officer shall consider said response prior to making a final decision regarding the proposed action.

Section 13.3 - Decision to Discharge, Demote, or Suspend

When the Court Executive Officer believes there is just cause for disciplinary action against an employee, the Court Executive Officer shall give the employee a written notice of the proposed action. Notification to a permanent employee of proposed disciplinary action shall be deemed sufficient when it is delivered in person to the employee or when it is deposited in the U.S. certified mail, postage prepaid, and addressed to the last known address of the employee. It is the employee's obligation to notify the Court of changes in address.

The notification to the employee shall contain the following:

13.3.1 - A statement of the cause (pursuant to 13.2 above) and of the specific acts and omissions upon which the disciplinary action is based.

13.3.2 - If it is claimed that the employee has violated a rule or regulation of the Court, a reference to the rule or regulation.

13.3.3 - A statement of the action proposed.

13.3.4 - A statement that the employee has a right to appeal such a decision and charges if demanded within 10 (ten) working days after service of this notice, starting at step two of the grievance procedure. Information to be provided to the Court Executive Officer is the same as outlined in Section 14.3.1 below.

Section 13.4 - Immediate Demotion or Suspension Without Pay or Benefits of Permanent Employee

If the Court Executive Officer determines that, pending the Appeal Procedures on the demotion, suspension or dismissal of a permanent employee, the immediate demotion or suspension of the employee without pay would be in the best interests of the Court, the following procedure shall be initiated prior to imposing the demotion or suspension:

13.4.1 - In addition to the written notice of the proposed disciplinary action as provided in Section 13.2, the employee shall be given written notice of the demotion or suspension without pay and the charges upon which this action is based, and his/her right to respond to those charges both orally at a conference with the Court Executive Officer, and in writing.

13.4.2 - The employee shall be given notice of the immediate demotion or suspension sufficiently in advance of the action to review the charges and to frame a response.

13.4.3 - The demotion or suspension action should be discussed prior to its occurrence at a conference with the Court Executive Officer, during which time the employee shall have the right to present any rebutting evidence.

Section 13.5 - Immediate Interim Suspension

Nothing in this section shall be construed to prohibit an immediate interim suspension prior to notice and a conference where an immediate suspension is required to protect persons or property in accordance with the following procedures provided such suspension is with pay until procedures in Section 13.4 have been followed.

13.5.1 - The suspended employee is given written notice in person or by deposit in U.S. certified mail to the charges upon which the suspension was based within one (1) working day after suspension.

13.5.2 - The employee is notified of his/her right to file a written response or to have a conference with the Court Executive Officer.

13.5.3 - A reasonable opportunity is afforded the employee for a conference within five (5) calendar days from the date of suspension.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 14.1 - Definitions

14.1.1 - A "grievance" is an allegation by one or more employees or the Union that the Court has violated an express provision of this Memorandum of Understanding.

14.1.2 - A "supervisor" is an administrator having immediate jurisdiction over the grievant.

14.1.3 - "Working day" shall mean days in which the Court offices are open for business.

Section 14.2 - Pre-Grievance Step

14.2.1 - Potential grievances shall be discussed in informal conferences between the employee and the immediate supervisor outside of the bargaining unit. At least one informal meeting between parties shall take place before the grievance procedure is invoked.

14.2.2 - If the potential grievance is not resolved at this step, then the aggrieved employee may declare that a grievance exists and the provisions of this Article will be implemented.

14.2.3 - Any resolution reached at the pre-grievance step must be in accordance with the provisions of this Memorandum of Understanding.

Section 14.3 - Formal Grievance

14.3.1 - Step One. Within fifteen (15) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the Court Executive Officer or his/her designee. The grievance form shall contain information which identifies:

1) The aggrieved;

2) The specific nature of the grievance;

3) The time or place of its occurrence;

4) The section of this Memorandum of Understanding alleged to have been violated;

5) The consideration given or steps taken to secure informal resolution;

6) The corrective action desired.

A decision shall be made in writing within ten (10) working days of receipt of the grievance. A copy shall be sent to the Union and this copy shall dictate time limits.

A meeting shall take place if it is agreed by the parties that such a meeting would assist to clarify or resolve the grievance. The employee may be accompanied by his/her union representative at the meeting.

14.3.2 - Step Two. If the grievant is not satisfied with the step one decision, he/she may appeal the decision in writing to the Presiding Judge or his/her designee within ten (IO) working days after receiving a written decision at step one.

The Presiding Judge or his/her designee shall meet with the grievant within IO working days after receiving the grievance. The grievant may be accompanied by his/her union representative. Additional meetings may be held as per mutual agreement.

The Presiding Judge or his/her designee shall communicate his/her decision to the grievant in writing within ten (I 0) working days after concluding the appropriate meetings with the grievant. Such decision shall be final and binding on the grievant and the Union unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth in Section 14.3.3.

14.3.3 - Step Three - Arbitration. Any grievance, as defined in Section 14.1 of this Memorandum of Understanding, that has been properly and timely processed through the grievance procedure set forth in this Article and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union with written notice of intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Section within ten (I 0) working days after receipt of the written answer of the Court at Step 2 of the grievance procedure shall constitute a waiver of the Union's right to appeal to arbitration, and the written answer of the Court at Step 2 of the grievance procedure shall be final and binding on the aggrieved employee, the Court, and the Union.

The Court and the Union shall mutually agree upon an arbitrator, or jointly select one from a list of seven (7) arbitrators provided by the State Mediation and Conciliation Service.

When the Parties cannot reach mutual agreement regarding an arbitrator, they shall strike names from the above-mentioned list. The Parties shall flip a coin to determine who strikes first. The Parties will alternate the flipping of the coin.

The arbitrator shall be requested to render his/her decision within thirty (30) working days of the hearing, receipt of the transcription, or the briefs.

The Parties may mutually agree to use an arbitrator not on the list or to add to, or modify the list. The arbitrator's compensation and expenses shall be borne equally by the Union and the Court.

14.3.4 - Arbitrator Authority. The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Memorandum of Understanding at issue between the Union and Court. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Memorandum of Understanding; to impose on either party a limitation or obligation not explicitly provided for in Memorandum of Understanding; or to establish or alter any wage structure. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Court and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on aggrieved employee, the Union and the Court.

Section 14.4 - Miscellaneous Provisions

14.4.1 - In the absence of managers required to render decisions as outlined in the procedures, the Court Executive Officer shall appoint a substitute.

14.4.2 - Employees shall have the right to present their own grievances or do so through a representative of their own choice. Grievances may also be presented by a group of employees, by the Union, or by the Court. No grievance settlement may be made in violation of this Memorandum of Understanding.

The Union shall be provided copies of individual or group grievances and responses to same. Such grievances may not proceed beyond Step two without written concurrence of the Union.

The Union shall have the right to appear and be heard in all individual or group grievances at any step.

14.4.3 -Time limits may be extended or waived only by written agreement of the Parties. If either party fails to comply with the grievances time limits, the grievances shall be settled in favor of the other party. If, as a result of such action the Parties are unable to reach agreement or an appropriate remedy, the matter may be referred to an arbitrator as provided in this Article and the arbitrator shall fashion an appropriate remedy.

14.4.4 - It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable policies, rules and regulations of the Court until such grievance and any effect thereof shall have been fully determined.

ARTICLE 15 - PERSONNEL FILES

Section 15.1 - The Court shall maintain a personnel file for each employee in a central location. Personnel files contain private and confidential information and shall be maintained in a secure manner.

Section 15.2 - An employee shall have access to his/her personnel file, upon request, at any time during normal office hours providing the request is reasonable and is made at a time previously approved by immediate supervisor. Employees shall also have the right to review his/her personnel file.

Section 15.3 - Access to personnel files shall be limited to the employee, the employee's immediate supervisor and/or Court Executive Officer, Court legal counsel, and the Presiding Judge. The Court's designated payroll processor will also have access to relevant personnel documents to administer employee pay and benefits. Upon written authorization by the employee, a representative of the Union shall be permitted to examine and/or obtain copies of the materials in such employee's personnel file. The signed authorization shall be kept in the file.

Section 15.4 - Upon request by the employee, negative or derogatory material in an employee's personnel file shall be reviewed for removal after remaining in the file for a period of eighteen (18) months, and annually thereafter.

ARTICLE 16 - SAFETY

The Court agrees to make all reasonable provisions for the safety and health of its employees. In the event any safety or health hazard is detected, it shall promptly be reported to the appropriate supervisor. The Court shall take affirmative steps to investigate the problem, determine its extent as soon as possible, and make the appropriate remedy where needed; no employee shall be exposed to unsafe conditions pending their correction. No employee shall be discharged or otherwise disciplined for bringing to the attention of his/her supervisor any unsafe condition that may exist. Safe working practices and safety regulations shall be adhered to by the employee and the Court. The failure of any employee to follow the safe working practices, safety rules, and/or regulations can lead to disciplinary actions provided employees are properly informed of such practices, safety rules, and/or regulations.

ARTICLE 17 - NO STRIKE/NO LOCKOUT

Section 17.1 - The Court and the Union recognize that strikes and other forms of work stoppage by members of the recognized employee organization are contrary to the continuity of Court operations. The Court and Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means, and agreements shall result from negotiating in good faith. The Union therefore agrees that there shall be no strikes, sympathy strikes, work stoppage, or other refusal to perform work by the employees covered by this Memorandum of Understanding. The Court agrees that, unless there is a strike, sympathy strike, work stoppage, or other refusal to perform work by employees covered by this Memorandum of Understanding, there shall be no lockouts of its employees, during the term of this Memorandum of Understanding.

For purposes of this section, "sympathy strike" is defined as a situation where the striking Court employees have no direct grievance against the Court, but withhold services to the Court in order to support or aid workers who are employed by, and on strike against, a separate employer.

A Court employee may join a picket line or otherwise actively support these non-Court employees before or after Court working hours, or during Court operating hours while on an approved Court break or meal period; such activity is not considered a "sympathy strike" in violation of this section.

Section 17.2 - It is agreed that the grievance machinery of this Memorandum of Understanding, the dispute settlement machinery provided in the Employer Employee Relations Rules, and the judicial and administrative remedies provided by law, are the sole and exclusive means for settling any dispute between the employees and/or the Union and Court whether relating to the application of the Memorandum of Understanding or otherwise.

Section 17.3 - In the event of any such action or interference, the Union shall take whatever affirmative action necessary and within its authority to prevent and bring about the termination of such action or interference. Such affirmative action shall include the immediate disavowal and refusal to recognize any such action or interference, and the Union immediately shall instruct any and all employees to cease their misconduct and inform them that their misconduct is a violation of the Memorandum of Understanding subjecting them to disciplinary action including discharge.

Section 17.4 - Notwithstanding the above, it is agreed by the Parties that employees shall have the individual right to refuse to cross a picket line sanctioned by the Central Labor Council.

ARTICLE 18 - ENTIRE AGREEMENT

Section 18.1 - It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the Parties regarding the matters set forth herein, and any other prior-to existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded, or terminated in their entirety. This Memorandum of Understanding shall govern in case of conflict with provisions of existing Court rules, practices, and regulations pertaining to wages, hours and other terms and conditions of employment.

Section 18.2 - During the term of this Memorandum of Understanding, both Parties waive and relinquish the right to meet and negotiate and agrees that neither Party shall be obligated to meet and renegotiate with respect to any subject or matter covered in this Memorandum of Understanding, including such subjects or matters that were proposed and later withdrawn.

Section 18.3 - Each Party understands that only the Court has the authority to bestow additional benefits on employees covered by this Agreement. The Parties, therefore, agree that regardless of the action of any Court Executive Officer, elected official, or employee supervisor, only the employee benefits contained in this Agreement, or an appropriate written amendment to this Agreement, shall be binding on the Court.

Section 18.4 - The Court agrees to give Union adequate notice of proposed changes in policy, rules, and procedures affecting working conditions, and to meet and confer with the Union on these changes upon request, unless otherwise agreed to in this Memorandum of Understanding.

ARTICLE 19 - SAVINGS

If any provision(s) of this Memorandum of Understanding or any applications(s) thereof to any employee(s) are held to be contrary to law by a court of competent jurisdiction (including the appellate process), then such provision or application will not be deemed valid and subsisting except to the maximum extent permitted by law but all other provisions or applications shall continue in full force and effect.

In the event of suspension or invalidation of any article or section of this Memorandum of Understanding, by a court of competent jurisdiction, the parties agree to meet and confer within thirty (30) days after such determination for the sole purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 20 - DURATION

This Memorandum of Understanding (MOU) shall become effective on December 1, 2023, or upon ratification (if ratification takes place after November 30, 2023) and shall continue in full force and effect through November 30, 2026.

For Articles that must be updated through the Court's Payroll Processor (6.1.2, 6.4, and 8.3.1), the new terms will only take effect in the current month if the Court is notified of the ratification of this agreement before 5:00 p.m., on the 8th of that month. For example, if ratification takes place after December 8, 2023, the new terms would apply to the pay period that begins on January 1, 2024. If the ratification takes place after January 8, 2024, the new terms would apply to the pay period that begins on February 1, 2024.

This Memorandum of Understanding concludes meeting and negotiating on any subject between the parties, whether included in this Memorandum of Understanding or not, for the term of this Memorandum of Understanding, except as per Article 18.4.

ARTICLE 21 - LABOR MANAGEMENT COMMITTEE

Within a reasonable time period, but no more than 60 calendar days from the date of ratification of this agreement, the Court and Union will establish an Employee-Court Labor Management Committee (LMC) consisting of two (2) employee members designated by the Union and two representatives designated by the CEO. The Union's Internal Worksite Organizer may also attend these meetings. Subject to management approval taking into consideration operational needs, the parties may by mutual agreement invite other employees, not to exceed three (3) additional employees, who have specific knowledge of issues discussed by the LMC to present information or participate in the LMC's discussions.

The LMC will meet three times per year, unless otherwise mutually agreed. An agenda packet will be made available one week prior to any meeting specifying any issues that will be addressed. Failure to include a matter on the agenda exchanged one week prior to the meeting will result in the matter not being addressed at said meeting, unless the parties mutually agree to amend the agenda.

The purpose of the LMC is to identify processes that will lead to improved service, delivery, efficiency, staff training needs, and to assist in avoiding court-staff disputes that might result in grievances or unfair practice charges. It is recognized that the LMC is not an appropriate forum to address individual personnel matters, nor to address matters subject to meet and confer obligations or the grievance procedure. Participation in the LMC will in no way erode Court management rights.

For the Court:

Desire Leard

Desire Leard, Court Executive Officer
Mariposa County Superior Court

06/04/2024
Date

Jessica Archer

Jessica Archer, Court Negotiator

05/28/2024
Date

For the Union:

Kevin Smith

Kevin Smith, Internal Organizer
SEIU Local 521

05/28/2024
Date

KM Estep

Kelly Estep, Court Clerk II
Mariposa County Superior Court

05/28/2024
Date

Charlotte Lynn Lira-Martinez

Charlotte Lira, Court Clerk II
Mariposa County Superior Court

05/28/2024
Date

Appendix "A"

General Employee Job Classifications and Salary Grades

Effective 12/1/2023

CLASSIFICATION	Grade	Step	Hourly Range	Monthly Range	Annual Range	Group Code
Court Clerk I	711	1	19.043	3,300.79	39,609.44	CU
	711	2	19.997	3,466.15	41,593.76	CU
	711	3	21.000	3,640.00	43,680.00	CU
	711	4	22.050	3,822.00	45,864.00	CU
	711	5	23.151	4,012.84	48,154.08	CU

Effective 12/1/2023

CLASSIFICATION	Grade	Step	Hourly Range	Monthly Range	Annual Range	Group Code
Court Clerk II	712	1	20.615	3,573.27	42,879.20	CU
	712	2	21.650	3,752.67	45,032.00	CU
	712	3	22.728	3,939.52	47,274.24	CU
	712	4	23.866	4,136.77	49,641.28	CU
	712	5	25.059	4,343.56	52,122.72	CU

Effective 12/1/2023

CLASSIFICATION	Grade	Step	Hourly Range	Monthly Range	Annual Range	Group Code
Court Clerk III	713	1	22.786	3,949.57	47,394.88	CU
	713	2	23.922	4,146.48	49,757.76	CU
	713	3	25.118	4,353.79	52,245.44	CU
	713	4	26.376	4,571.84	54,862.08	CU
	713	5	27.695	4,800.47	57,605.60	CU

MARIPOSA COUNTY

Auditor · (209) 966-7606

RESOLUTION - ACTION REQUESTED 2023-26

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Resolution Establishing Current Retiree Health Insurance Contributions

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RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution establishing health insurance contributions for current retirees to be effective March 1, 2023.

The Mariposa Superior Court and Service Employees International Union (SEIU) have signed a Revised Side Letter of Agreement as of December 16, 2022. One of the provisions of the Side Letter is to increase the health benefit for Court SEIU employees to a $695 per month flat rate. This agreed upon amount will also impact current retirees as CalPERS law requires that the amount contributed for health insurance to active employees must equal the health insurance amount contributed to retirees. Currently, there is one retiree on the health billing roster whom this change would affect, increasing the monthly contribution from $575.00 to $695.00. Health costs for Court retirees are reimbursed to the County by the State of California, so this change will not have a financial impact on the County.

Government Code Section 22892(a) provides that a contracting agency subject to the Public Employees' Medical and Hospital Care Act must fix the amount of the employer contribution for health by formal resolution. The resolution form attached is the approved form designated by CalPERS to change the monthly employer health contribution for employees and annuitants of a contracting agency.

This resolution does not apply to Elected and Appointed officials hired by the County on or after May 1, 2007 or to all other County employees hired on or after February 1, 2007. These employees are subject to the vesting schedule as regulated by Government Code section 22893 as mandated by Board Resolutions 06-573 and 07-135.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board approved resolution 2022-189 establishing health insurance contributions for retirees effective May 1, 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
By not approving this resolution, the County would be providing a different health contribution amount to active and retired employees belonging to the Court SEIU

bargaining unit.

FINANCIAL IMPACT:
No financial impact to the County as retiree health costs for Court employees are paid by the State of California.

ATTACHMENTS:
Resolution_2022-189 (PDF)
2023 CalPERS Health Benefit Resolution (DOCX)
Courts SEIU Revised Side Letter of Agreement (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

RESOLUTION NO. 2023-26
FIXING THE EMPLOYER CONTRIBUTION
UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS

WHEREAS, (1) County of Mariposa is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and

WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; now, therefore be it

RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

Medical Group	Monthly Employer Health Contribution
001 ELECTED & APPT OFFICIALS	No Change
002 MANAGEMENT & CONFIDENTIAL	No Change
003 GENERAL EMPLOYEES (SEIU)	No Change
004 SHERIFFS DEPUTIES & JAIL	No Change
005 SHERIFFS MANAGEMENT	No Change
006 COURT EMPLOYEES	$695.00
007 COURT MANAGEMENT	No Change
101 ELECTED & APPT OFFICIALS (Retired prior to 01/01/2013)	No Change
102 MANAGEMENT & CONFIDENTIAL (Retired prior to 01/01/2013)	No Change
103 GENERAL EMPLOYEES (SEIU) (Retired prior to 01/01/2013)	No Change
104 SHERIFFS DEPUTIES & JAIL (Retired prior to 01/01/2013)	No Change
105 SHERIFFS MANAGEMENT (Retired prior to 01/01/2013)	No Change
106 COURT EMPLOYEES (Retired prior to 01/01/2013)	$695.00
107 COURT MANAGEMENT (Retired prior to 01/01/2013)	No Change

plus administrative fees and Contingency Reserve Fund assessments; and be it further

RESOLVED, (b) County of Mariposa has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (c) That the participation of the employees and annuitants of County of Mariposa shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that County of Mariposa would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, Miles Menetrey, Chair of the Mariposa County Board of Supervisors, to file with the Board a verified copy of this resolution, and to perform on behalf of County of Mariposa all functions required of it under the Act; and be it further

RESOLVED, (e) That coverage under the Act be effective on March 1, 2023.

Adopted at a regular meeting of the County of Mariposa Board of Supervisors at Mariposa County Board Chambers, this 17th day of January, 2023 by the following vote.

AYES: SMALLCOMBE, POE, TOSO, FORSYTHE, MENETREY
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

Signed: _____
Miles Menetrey, Chair Board of Supervisors

Attest: _____
Danielle Bondshu, Clerk of the Board

Approved
as to Legal Form: _____
Steven W. Dahlem, County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-287

MEETING:	July 2, 2024
TO:	The Board of Supervisors
FROM:	Miles Menetrey, District V Supervisor
RE:	Ratify Letter of Support for Senate Bill (SB) 1249 (ROTH) as Amended (Supervisor Smallcombe)

RECOMMENDATION AND JUSTIFICATION

Ratify Letter of Support for Senate Bill (SB) 1249 (ROTH) as Amended (Supervisor Smallcombe).

This action would ratify the signature of the Board of Supervisors Chair on a Letter of Support for SB 1249 (ROTH) as amended.

This letter was submitted to the California Legislature Position Letter Portal on June 14, 2024.

SB 1249 (ROTH) as amended falls under the Human Wellness section of the Mariposa County Board of Supervisors Legislative Platform in Resolution 2024-054

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has routinely approved letters of support for issues that they believe will benefit the citizens of Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the letter. Individual Board members may write their own letters of support for the grant application which may not carry the weight of a letter from the entire Board.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. Letter of Support SB 1249 (ROTH) (as amended)

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

Mariposa County Board of Supervisors

District 1 ... ROSEMARIE SMALLCOMBE
District 2 ..... SHANNON POE
District 3 ..... DANETTE TOSO
District 4 ..... WAYNE FORSYTHE
District 5 ..... MILES MENETREY

DALLIN KIMBLE
County Administrative Officer

DANIELLE BONDSHU
Clerk of the Board

P. O. Box 784
Mariposa, CA 95338
(209) 966-3222
(800) 736-1252
www.mariposacounty.org/board

June 14, 2024

THE HONORABLE JASMEET BAINS, Chair
ASSEMBLY COMMITTEE ON AGING AND LONG-TERM CARE

RE: SUPPORT SB 1249 (ROTH) as amended – Mariposa County Board of Supervisors

Dear Chair Bains,

I am writing to urge your support of SB 1249, authored by Senator Roth, and sponsored by the California Commission on Aging. This bill advances priorities of the California Master Plan for Aging by modernizing and strengthening California's aging services network in preparation for 2030 when one quarter of the state's population will be 60 years of age or older. In addition to strengthening services, the bill also improves accountability and conforms to federal law.

On February 6, 2024, the federal Administration for Community Living released a final rule updating Older Americans Act (OAA) programs regulations that, among other things, clarified requirements for states to develop, in consultation with Area Agencies on Aging (AAA) and other stakeholders, programmatic and fiscal performance measures, for services and activities performed by AAAs. States must achieve compliance by October 2025. Therefore, modifying statute in the current legislative session is critical.

California's aging network is comprised of 33 Planning and Service Areas (PSAs), each with its own AAA. This network of 33 local AAAs has remained largely unchanged since its inception nearly 50 years ago, despite the older adult population – and their needs, changing dramatically. Today, and into the future, California must proactively plan for increasing racial, ethnic, language, and sexual orientation-gender identity diversity; widening income gaps; rising rates of Alzheimer's disease; and changing family supports.

As amended, the bill requires CDA to develop objectives and performance measurements for core OAA programs and services, update the Intrastate Funding Formula, and develop a consumer engagement plan to raise public awareness of available services for older adults. Additionally, the bill requires CDA to consult with stakeholders to develop regulations which outline processes for designation and de-designation of AAAs, after which the department may entertain letters of intent from counties interested in being designated as AAAs.

This bill builds on prior collaborative efforts to develop an ideal aging network by explicitly requiring in statute that the CDA consult with AAAs and stakeholders on key elements of the proposal.

As a small, rural county, Mariposa is acutely aware of the increasing needs and the complexities of the needs of our senior population and residents with disabilities. This bill promotes continued conversations about how best to deliver services to address those needs in our county and statewide. Major changes like adoption of Systems of Care models and implementation of a Community Information Exchange certainly indicate that we should look at the means by which we deliver services and how we measure the effectiveness of the services delivered here in Mariposa and elsewhere in the State.

Thank you for supporting SB 1249.

Sincerely,

Miles Menetrey
Chair, Mariposa County Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-276

MEETING: July 2, 2024

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Approve Lease Agreement with Mariposa Preschool Cooperative for Fiscal Year 2024/2025 in the Amount of $467.50 Per Month; and Authorize Chair of the Board of Supervisors to Execute Lease Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve Lease Agreement with Mariposa Preschool Cooperative for Fiscal Year 2024/2025 in the Amount of $467.50 Per Month; and Authorize Chair of the Board of Supervisors to Execute Lease Agreement

BACKGROUND AND HISTORY OF BOARD ACTIONS

The County has leased this property to the Mariposa Preschool Cooperative for a number of years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not renew lease agreement and cause te Preschool Cooperative to relocate after several years.

FINANCIAL IMPACT

none

ATTACHMENTS

1. **Woodland Hall Lease**

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

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into in the County of Mariposa, State of California, as of _____, 2024, by and between the County of Mariposa, hereinafter called **LESSOR**, and Mariposa Preschool Cooperative, hereinafter called **LESSEE**.

WITNESSETH

WHEREAS, the **LESSOR** owns real property located in the County of Mariposa commonly known as Woodland Community Hall; and

WHEREAS, the parties wish to provide for the leasing of said property by the **LESSOR** to the **LESSEE**;

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS AGREED AS FOLLOWS:

1. **PREMISES:** The leased **PREMISES** is the real property located at 3415 Woodland Drive, in the County of Mariposa, commonly known as Woodland Community Hall.

2. **CONSIDERATION/TERM:** For and in consideration of Four Hundred Sixty-Seven Dollars and Fifty Cents ($467.50) per month, which includes routine water testing, **LESSOR** agrees to lease the real property described above for the 2024-2025 school year, which commences in August 2024 and concludes in June 2025. This Lease is renewable thereafter as mutually agreed by the **LESSOR** and **LESSEE**.

3. **USE:** The **PREMISES** which are the subject of this Lease shall be used as a preschool. **LESSEE** hereby warrants that it is a legally licensed school daycare center operation, licensed by the State of California.

4. **COMPLIANCE WITH LAW:** As required by California Civil Code section 1938, Lessor represents that premises have not undergone inspection by a Certified Access Specialist (CASp).

5. **ASSIGNMENT:** Except as expressly provided herein, **LESSEE** shall not assign this Lease nor any right hereunder, nor sublet the **PREMISES**, nor any part thereof, or suffer any other person to occupy the said **PREMISES** or any portion thereof without prior written consent of the **LESSOR**, which consent shall not be unreasonably withheld. Any such assignment, subletting or occupation by any other person without such consent shall be void, and shall at the option of **LESSOR** terminate this Lease. This provision does not prohibit the **LESSEE** from renting or allowing other parties to utilize the **PREMISES** for permitted functions and events.

6. **IMPROVEMENTS, CONSTRUCTION, ALTERATION, REMOVAL:** **LESSEE** may maintain on the **PREMISES** improvements as necessary to facilitate the use of the **PREMISES**. Any such structure and/or alteration shall remain the sole and separate property of **LESSEE** and at the termination of this Lease shall be removed at the **LESSEE'S** expense within a reasonable time or disposed of as otherwise mutually agreed by **LESSEE** and **LESSOR**.

7. **MAINTENANCE AND REPAIR**: **LESSEE** will be responsible for all maintenance and repairs of **LESSEE** installed interior improvements. **LESSEE** agrees to maintain the **PREMISES** in a clean and orderly condition at all times, and in accordance with safety and fire codes and other applicable federal and state laws and ordinances of the County of Mariposa. **LESSOR** shall notify the **LESSEE** in writing of any necessary maintenance or repair of any structure placed on the leased **PREMISES** by **LESSEE**. **LESSOR** shall maintain and repair all structures and utilities, including but not limited to heat, air conditioning, water, and sewer. Failure to repair and maintain the **PREMISES** shall be a breach of this Lease and **LESSEE** may at its option terminate this Lease.

8. **RIGHT OF RE-ENTRY OF LESSOR:** It is expressly agreed that in the event **LESSEE** creates or causes any breach of this Lease, **LESSOR** shall have the right and option to re-enter said **PREMISES**, take possession thereof, and remove all persons as provided by law.

9. **SURRENDER OF POSSESSION:** At the expiration of this Agreement, **LESSEE** promises and agrees to deliver unto **LESSOR** the Leased **PREMISES** in as good condition as at the date of execution of this Agreement, reasonable wear and tear excepted.

10. **POSSESSORY INTEREST: LESSEE** recognizes and understands that to the extent this Lease may or may not create a possessory interest subject to property taxation that the **LESSEE** is solely responsible for the payment of any taxes levied or assessed on the Leased **PREMISES**. **LESSOR** expresses no opinion on the taxable affect of this Lease.

11. **INSURANCE: LESSEE** will provide insurance coverage as of the commencement of this Lease and during any right of occupancy of the leased **PREMISES** and shall maintain coverage in full force and in effect until the termination of this Lease Agreement as follows:

A. Minimum Scope And Limit Of Insurance

Coverage shall be at least as broad as:

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

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

(3) Property insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If **LESSEE** 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. 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 **LESSEE** including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the **LESSEE**'s insurance at (least as broad as ISO Form CG 20 10.

(2) Primary Coverage: For any claims related to this contract, the **LESSEE**'s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the **COUNTY**, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the **COUNTY**, its officers, officials, employees, or volunteers shall be excess of the **LESSEE**'s insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to **COUNTY**.

(4) Waiver of Subrogation: **LESSEE** hereby grants to **COUNTY** a waiver of **COUNTY** by virtue of the payment of any loss under such insurance. **LESSEE** 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) 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**.

(6) Self-Insured Retentions: Self-insured retentions must be declared to and approved by **COUNTY**. At the option of **COUNTY**, either: **LESSEE** shall obtain coverage to reduce or eliminate such self-insured retentions as respects **COUNTY**, its officers, officials, employees, and volunteers; or **LESSEE** shall provide a financial guarantee satisfactory to **COUNTY** guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or **COUNTY**.

(7) Verification of Coverage: **LESSEE** shall furnish **COUNTY** with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. 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 the **LESSEE**'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) Waiver of Subrogation: **LESSEE** hereby grants to **COUNTY** a waiver of any right to subrogation which any insurer of said **LESSEE** may acquire against **COUNTY** by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not **COUNTY** has received a waiver of subrogation endorsement from the insurer.

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

12. **INDEMNITY**: **LESSEE** agrees to indemnify, protect, defend and hold **LESSOR** and its officers, agents and employees, free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of **LESSEE'S** use or the use of any guests, invitees or agents of **LESSEE** of the leased **PREMISES**. Upon demand **LESSEE** shall, at its own expense, defend **LESSOR**, and its officers, agents and employees, against any and all such liabilities, claims, demands, actions, losses, damages, and costs of any type or nature arising from the sole negligence of **LESSEE**. **LESSOR** shall indemnify, protect, defend, and hold **LESSEE** and its officers, agents, and employees free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of, or in any way related to **LESSOR'S** obligations to maintain and repair the **PREMISES**, or any negligence of **LESSOR**, or any structural or other defects of the **PREMISES**.

13. **CHANGE OF ADDRESS**: It shall be **LESSOR'S** responsibility to inform **LESSEE** of any change of address.

13. **INSPECTION**: **LESSOR** shall be permitted to enter and view the **PREMISES** at any reasonable time for the purpose of inspecting or maintaining such **PREMISES** and doing any and all things with reference thereto which the **LESSOR** is obligated to do.

15. **TERMINATION PRIOR TO EXPIRATION:**

A. The **LESSOR** shall have the right to terminate this Lease, on the occurrence of any of the following events:

(i) The failure of the **LESSEE** to perform or observe any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this Lease.

(ii) The abandonment of the leased **PREMISES**. Should this occur **LESSOR** shall not be responsible for the custodial protection of **LESSEE'S** abandoned property, fixtures or equipment.

B. **LESSEE** shall have the right to terminate this Lease upon sixty (60) days written notice.

C. It is mutually agreed that if **LESSEE**, during any fiscal year covered by this Agreement fails to appropriate sufficient funds to continue this Agreement, this Agreement shall be of no further force and effect. California State Constitution Article XVI section 18.

16. **BREACH:** In the event of breach of this Lease by **LESSEE**, **LESSOR** shall be entitled to all rights and remedies provided by law in addition to the specific remedies mentioned herein.

17. **PARTNERSHIP DISCLAIMER:** It is mutually understood and agreed that nothing in this Lease is intended to or shall be construed as in any way creating or establishing the relationship of partners between the parties hereto, or as constituting the **LESSEE** as an agent or representative of the **LESSOR** for any purpose or in any manner whatsoever.

18. **NOTICES:** Any notice to the **LESSEE** shall be sufficient if sent by certified mail, postage prepaid, addressed to **LESSEE** at 3415 Woodland Drive, Mariposa, CA 95338. Any notice to the **LESSOR** shall be sufficient if sent by certified mail, postage prepaid, addressed to the County Administrative Officer, County of Mariposa, P.O. Box 784, Mariposa, CA 95338.

19. **NON-WAIVER:** Any waiver of breach of any covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

20. **SUCCESSOR:** This Lease shall be binding upon and inure to the benefit of all the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed the day and year first above written.

LESSOR:

Miles Menetrey, Chair
Mariposa County Board of Supervisors

LESSEE:

Mary Wear
, President
Mariposa Preschool Cooperative

ATTEST:

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-277

MEETING: July 2, 2024

TO: The Board of Supervisors

FROM: Steven Ward, Division Chief

RE: Approve Recommended Funding Proposals from the Secure Rural Schools and Community Self-Determination Act of 2000

RECOMMENDATION AND JUSTIFICATION

Approve Recommended Funding Proposals from the Secure Rural Schools and Community Self-Determination Act of 2000.

The close of the required 45-day public comment period ended June 21, 2024, with no known comments from the public.

Four projects have been proposed at this time:

1. $20,000 for Mariposa County Resource Conservation District for education and support of home hardening program. CWPP action item #8, #11

2. $10,000 for the Southwest Interface Team (SWIFT) coordinator cost share between Mariposa and Tuolumne Counties to continue development and acquisition of resources for fire breaks in the northern portion of the county; Resolution - Action Requested 2023-279 and CWPP (Community Wildfire Protection Plan) action item #14

3. $35,000 for Mariposa County Fire Safe Council for
    1. Wages associated with grant research,
planning, writing, and submitting.
    2. Mileage for travel associated with grant planning, outreach, and meetings related to
the process of developing project ideas.
    3. Repair and maintenance of dedicated chipper for defensible
space projects. These are directly tied to Mariposa County CWPP action item #8, #13.

4. $10,540 to Mariposa County Search and Rescue Team (SAR) for the purchase of 6 Heart Start M5066A-RO1 :Phillips AED Defibrillator Ready Packs to be placed in the primary rescue/response vehicles for SAR.

5. $5140 to Mariposa County Fire for the purchase of specific sized Self Containd Breathing Appartus (SCBA) masks. These masks are over and above the standard size mask for those personnel who require either a small or large size.

These projects are consistent with our community wildfire protection plan and Title III criteria listed above and recommended for approval. More information about the requirements for SRS Title III can be found at https://www.fs.usda.gov/working-with-us/states/secure-rural-schools/title-3.

BACKGROUND AND HISTORY OF BOARD ACTIONS

SRS Title III is federal funding available for the following uses:
1. to carry out activities under the Firewise Communities program;
2. to reimburse the participating county for search and rescue and other emergency services, including firefighting and law enforcement patrols;
3. to cover training costs and equipment purchases directly related to the emergency service; and
4. to develop and carry out community wildfire protection plans.

Title III funding allocations have been approved by the Board since the late 1990s.

In Mariposa County, Title III funds have been used to implement wildfire protection plans including support for the Mariposa County Fire Safe Council, Mariposa County Resource Conservation District and the Southwest Interface Team (SWIFT) project. However, other intended uses could also be for specific emergency services equipment training for firefighting, law enforcement, and search and rescue.

These projects are consistent with our community wildfire protection plan and Title III criteria listedabove and recommended for approval. More information about the requirements for SRS Title III can
be found at https://www.fs.usda.gov/working-with-us/states/secure-rural-schools/title-3.
Mariposa County currently projects $81,126.00 available for FY 24_25 Title III projects out of $80,680 requested. Any funds not obligated by September 30, 2024, must be returned to the Treasury of the United States. Before using Title III funds, the County is required to publish a proposal that describes the proposed use of funds and solicits public comment for a minimum of 45 days. The proposal must also be submitted to the Tuolumne and Mariposa Counties Resource Advisory Committee managed by the Stanislaus National Forest.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the allocation of Title III funds towards these proposed projects. Staff will not fund the proposals. Other proposals that meet the funding criteria will need to be solicited, or the funding will be returned to the United States Treasury.

FINANCIAL IMPACT

SRS Title III funds are recognized as annual allocated federal revenue to be distributed per criteria. FY24_25 budget recognized these anticipated revenues with current available for allocation as recommende above.

ATTACHMENTS

1. 2024 Title III proposals

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

MB

Melinda Barrett <barrett.melinda1@gmail.com>

Reply | Reply all | Forward

To: Ward, Steven@CALFIRE

Mon 3/25/2024

Cc: trumfelt@mariposacounty.org; Leigh Westerlund <lwesterlund@mariposacounty.org>; Worthington, Lisa A@DOT; **+40 others**

Title III 2023 Contract-RCD.d...
32 KB

Warning: this message is from an external user and should be treated with caution.

Mariposa RCD would like to request the same amount of funding we've received in the past to continue our Home Hardening program - $20,000.

I'm attaching the previous contract for reference.

Thank you. We appreciate it!!

Melinda

...

Exhibit A
SCOPE OF WORK

This Agreement is supported by Federal Secure Rural Schools – Title III funds and is the result of a noticing process consistent with that program. Accordingly, District acknowledges an understanding of that program and that no actions will be taken which are inconsistent with the guidelines of the program or the public notice that has been given.

1) District will continue to refine and modify a comprehensive Countywide program for hardening homes against wildfire based on participant levels and feedback.

2) District will continue to implement a comprehensive Countywide program for hardening homes against wildfire

District will provide a report on its activities and an accounting of how funds were utilized. District understands that SRS-Title III funds are subject to local and/or federal audit, and will cooperate with any such inquiry. The scope of any audit will be limited specifically to the use of the SRS-Title III funds in relation to the performance of this agreement.

PO BOX 1182 | Mariposa California 95338 | 209-966-7700 | www.mariposafiresafecouncil.org

April 19, 2024

Steve Ward, Fire Chief
Mariposa County Fire Department
4802 CA-140
Mariposa CA 95338

Re: Title III Secure Rural School Funding

Dear Chief Ward,

The Mariposa Fire Safe Council would like to request support from the Title III Secure Rural Schools fund. We would like to specifically use the funds for expenses related to grant writing to implement the goals of the CWPP. To that effect, we would like to request $35,000.

The funds will be spent in three categories: 1. Wages associated with grant research, planning, writing, and submitting. 2. Mileage for travel associated with grant planning, outreach, and meetings related to the process of developing project ideas. 3. Repair and maintenance of dedicated chipper for defensible space projects.

The Mariposa Fire Safe Council works with County Fire, Cal Fire, the USFS, BLM, and other critical fire partners to identify the most crucial projects that need to be implemented in Mariposa County. All project ideas are brought to the Mariposa County Fire Advisory Committee and SWIFT collaborative to assure that the concepts are considered a priority by all stakeholder agencies. All project proposals are checked against the goals set forth in the 2019 Mariposa Community Wildfire Protection Plan.

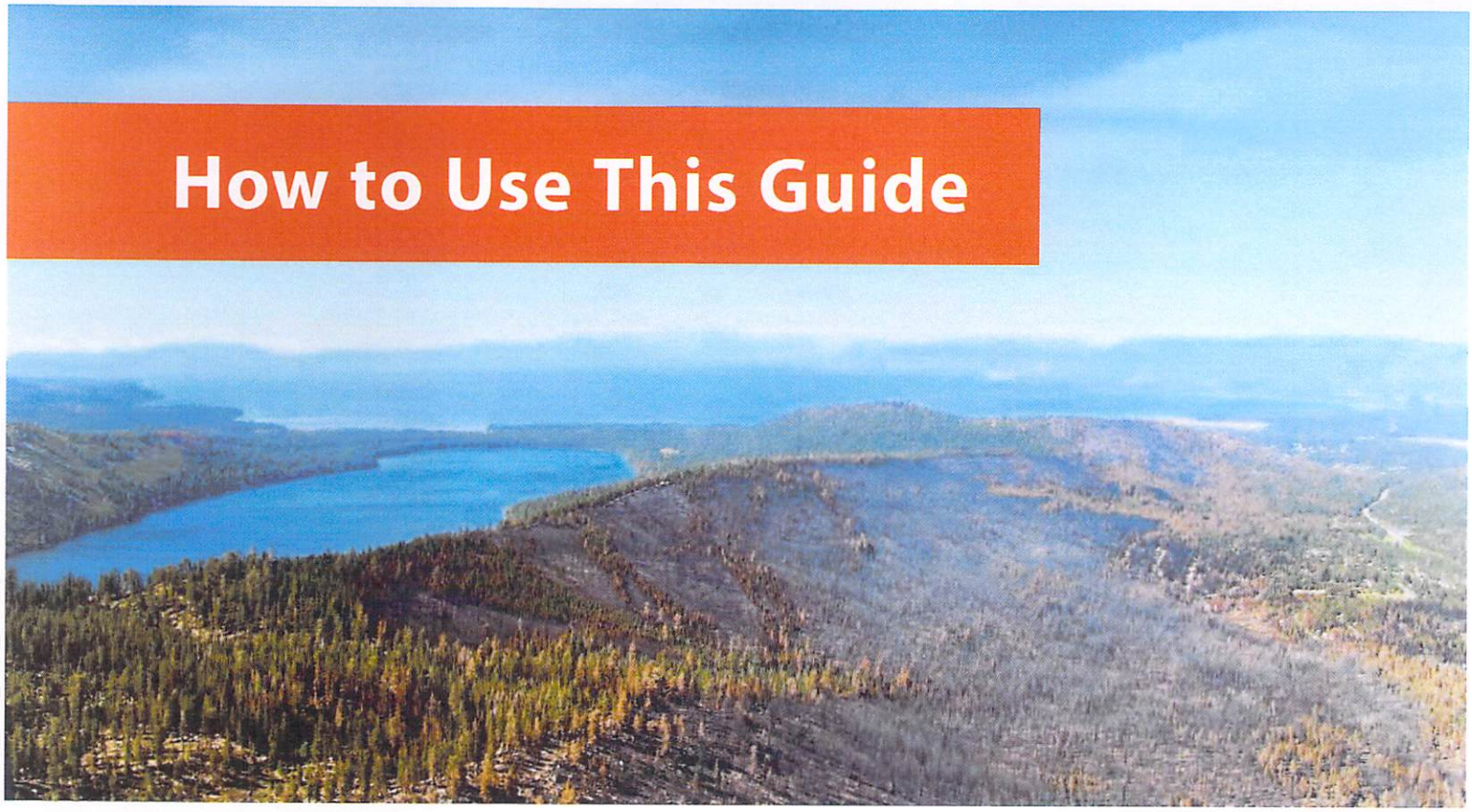
Thank you for this opportunity to support the goals of fire prevention, preparation, and education defined in the Community Wildfire Protection Plan.

Sincerely,

Barbara Cone

Executive Director
Mariposa Fire Safe Council

How to Use This Guide

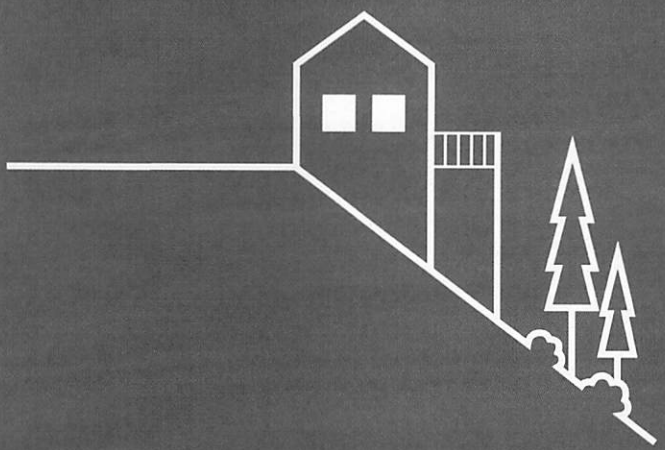


This Guide includes specific recommendations for how to retrofit existing components of a home to withstand wildfire. Each section contains an explanation of how the component is vulnerable to wildfire and what can be done to improve that component. The illustrations throughout the Guide are intended to show best practices for reducing the vulnerability of a home to wildfire.

Inside This Guide

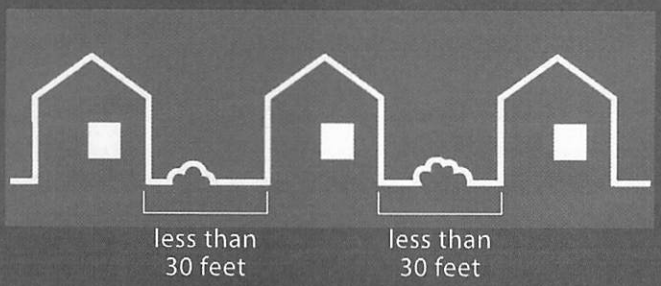
Defensible Space	p. **5**	Siding	p. **10**	Chimneys	p. **15**
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When using this Guide, think about the location and context of the home and how that influences vulnerability to wildfire:



Steep Slopes

When homes are located on steep slopes, decks commonly overhang the slope below, and this downslope area is often heavily vegetated. Prioritize defensible space actions so that flames from burning vegetation cannot reach the underside of the deck and ignite, with subsequent ignition of the home.



Dense Neighborhoods

Dense neighborhoods with homes close together have an increased risk of building to building ignition because of the radiated heat and potential flames that are generated if a neighbor's home burns. Prioritize actions to reduce the possibility of homes igniting each other. Intensify defensible space by thinning trees and shrubs between homes. Engage in neighborhood conversations to encourage all neighbors to take actions to reduce their own vulnerability to wildfire.

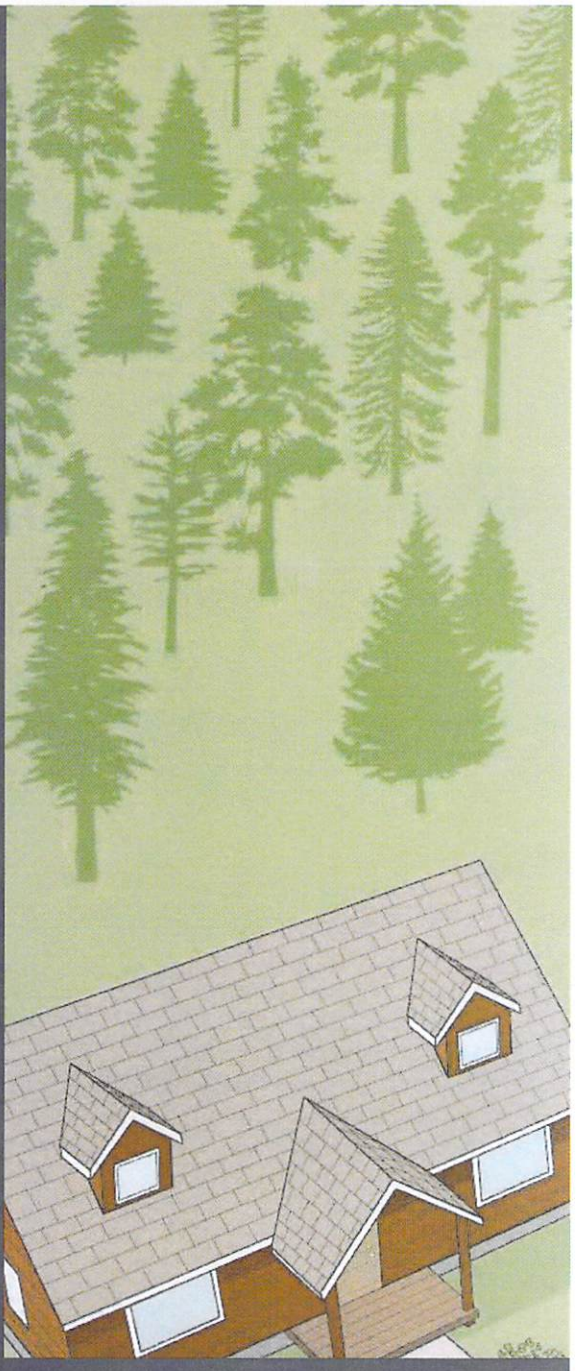


Large-Parcel Lots

When homes are on large parcel lots and neighboring homes are far apart, vegetation and other combustible materials on the property (e.g., wood pile, tool shed) can be a large factor in home ignition. Prioritize creating and maintaining defensible space, including the near-home noncombustible zone, and home-hardening techniques to reduce vulnerability from embers.

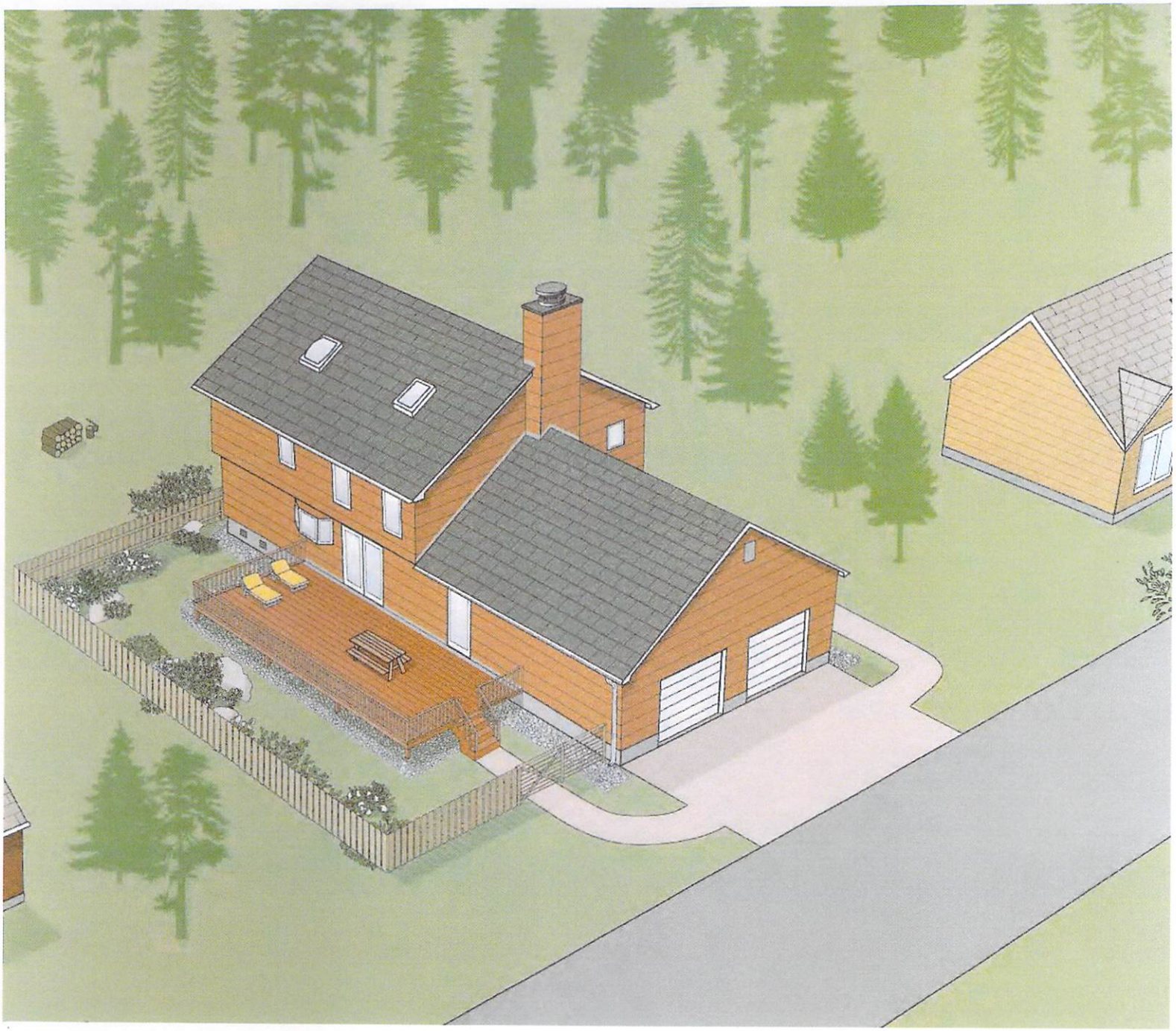
Living within the natural environment brings both serenity and responsibility.

Communities located in wildfire-prone areas need to take extra measures to live safely. There are many ways to prepare communities and properties for wildfire, including creating and maintaining adequate defensible space and hardening homes through altering or replacing the construction components. This guide will help residents and building professionals better understand how to prepare homes and communities for wildfire.



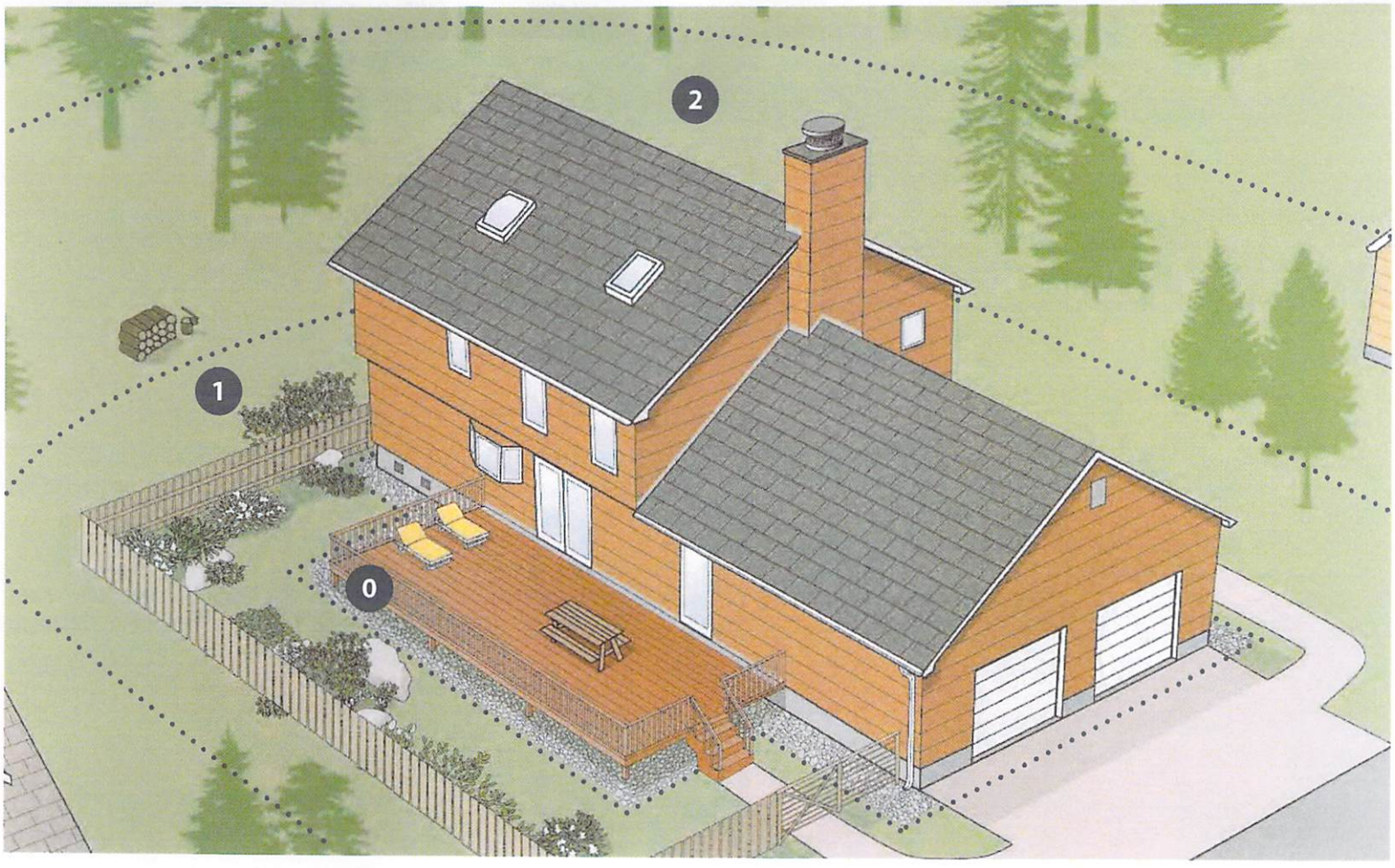
DURING A WILDFIRE, homes can be threatened by **1)** wind-blown embers, **2)** radiant heat, and **3)** direct flame contact.

In wildfire events, 60-90% of home loss is due to embers. Embers can originate from an approaching wildfire or small parts of nearby burning vegetation and construc tion materials (e.g., a home, storage shed, wood pile). Embers are important because of what they can do directly (e.g., ignite materials in an attic after entering through a vent) and what they can do



indirectly (e.g., ignite a wood pile or storage shed located close to the home, resulting in radiant heat or direct flame contact to the side of the home). Reducing the vulnerability of homes to ember ignition will increase the chance of homes and neighborhoods surviving a wildfire.

The most effective way for homes to withstand wildfire is a "coupled approach" that considers the exterior construction materials and how they are put together, as well as the surrounding vegetation and other near-home combustible materials. Selection, location and maintenance of vegetation and other combustible materials on a property can reduce the chance of a wildfire burning the home. This Guide provides information and recommendations for retrofitting an existing or newly constructed home with wildfire in mind.



Protecting a home from wildfire requires continual defensible space actions in three zones around the property.

Defensible Space

0 **THE EMBER-RESISTANT ZONE (Zone 0) | 0–5 feet:** The zone within 5 feet of your home has many different names (e.g., the noncombustible zone, the immediate zone, the zero zone), but the objective is generally the same—to reduce the vulnerability of the home to embers by creating a zone of ember-resistant materials around the home. Gravel, a concrete or brick walkway, or another hardscape feature is commonly used to construct this zone. This ember-resistant zone should include the area under and around any attached deck. Be sure to keep this zone clean of any woodpiles, wood mulch, or flammable vegetation.

1 **THE LEAN, CLEAN AND GREEN ZONE (Zone 1) | 5–30 feet:** The objective of this zone is to reduce the risk of fire spreading from surrounding vegetation to the home. Lean indicates that there is only a small amount of vegetation, if any, present. Vegetation should be grouped in discontinuous islands. Clean indicates that vegetative debris and dead materials are routinely removed. Green indicates that vegetation within this zone is kept green and well irrigated (if appropriate) during the fire season.

Contact local Extension offices for more information about defensible space recommendations specific to different regions.

2 **THE REDUCED FUEL ZONE (Zone 2) | 30–100 feet:** The objective of this zone is to reduce fire spread and restrict fire movement into the crowns of trees or shrubs. Remove dead plant material, lower tree branches and other ladder fuels (e.g., shrubs, lower branches, smaller trees). Locate outbuildings (e.g., for storage) at least 30 feet away from the home and create an ember-resistant zone around all outbuildings and propane tanks.

Roofs

Making a roof "fire-safe" is a big step in reducing the vulnerability of the home to wildfire. There are three fire ratings for roof coverings: Class A, Class B and Class C, with Class A providing the greatest fire protection. The roof rating designation provides information for the roof covering material and does not include where the roof meets other materials at the edge of the roof. A non-fire-retardant treated wood shake or shingle roof covering is unrated and is not desirable—these roof types have less than a Class C rating.

HOW TO REDUCE THE VULNERABILITY OF ROOFS

- Replace a wood shake or shingle roof with a Class A roof.
- Remove accumulated vegetative debris from the roof.
- If there is a space between the roofing materials and roof deck, make sure that the openings between the covering and the roof deck are blocked. Repair areas as needed.
- If the roof consists of Class B or C roofing materials, determine if the underlayment in the assembly provides Class A protection as indicated in manufacturer installation instructions. When viewed from the edge of the roof, these materials would either look like gypsum wallboard or overlapping 4-foot wide sections of an asphalt composition roof covering. Maintain the roof covering and replace with a Class A product when needed.

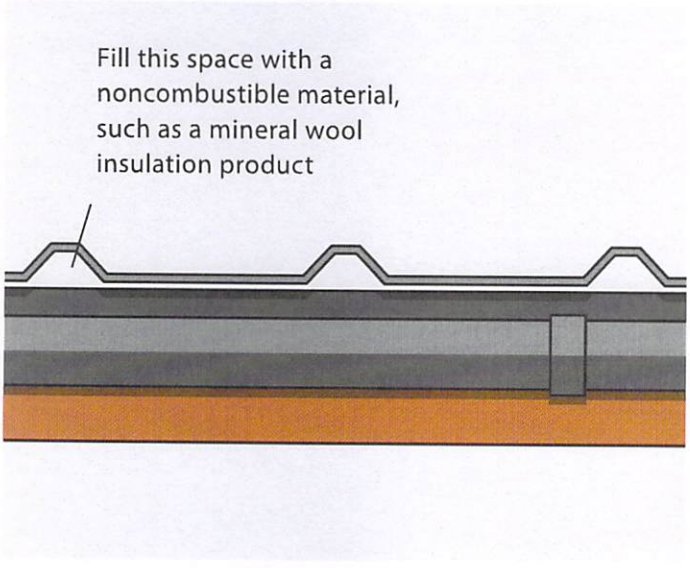
A CLASS A ROOFING materials include asphalt fiberglass composition shingles, clay and cementitious tiles (both flat and barrel shaped), and some metal roofing materials.

B CLASS B ROOFING materials are most commonly exterior-rated, pressure-impregnated fire-retardant treated shake or shingle covering (not allowed for use in many jurisdictions).

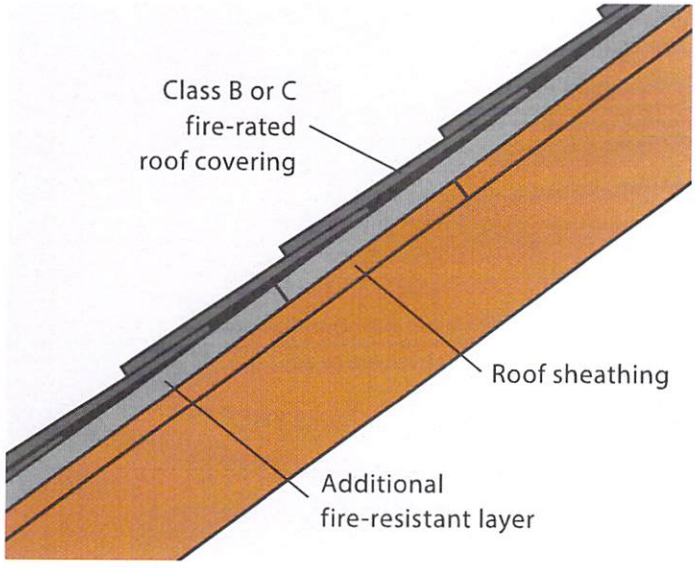
C CLASS C ROOFING materials include recycled plastic, rubber and aluminum.

Class B and Class C roofing materials can have a Class A "by assembly" rating. In these cases, additional materials that enhance the fire resistance of the roof assembly (i.e., the roofing material plus other materials included in the roof assembly) must be installed. In these cases, be sure to follow the manufacturer's instructions.

METAL ROOF



CLASS A "BY ASSEMBLY" FIRE-RATED ROOF COVERING

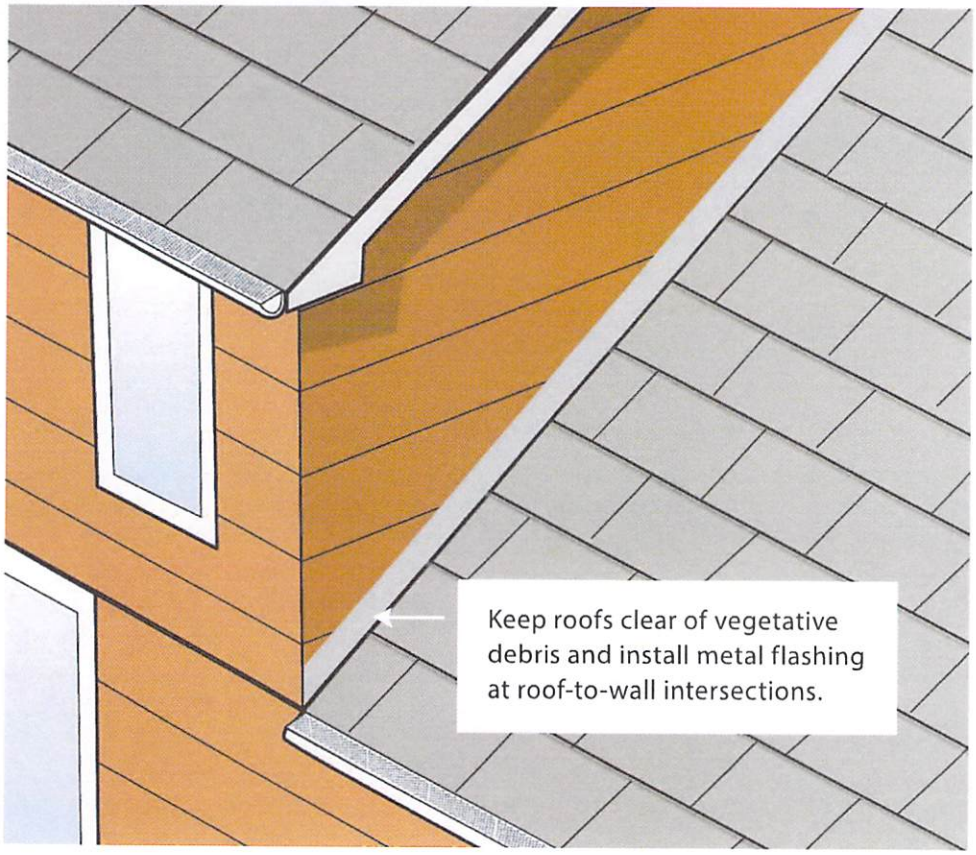


Roof Edges

There can be several areas where the roof meets another material, such as at a roof-to-wall intersection in a split-level home or a dormer on a roof. These intersections are vulnerable areas because wind-blown embers will gather at the same locations where vegetative debris has accumulated, igniting the debris. Building materials usually change at edge-of-roof locations. The adjacent materials should provide comparable protection to the roofing material.

HOW TO REDUCE THE VULNERABILITY OF ROOF EDGES

- Remove accumulated vegetative debris from roofs on a regular basis.
- Replace the combustible siding in roof-to-wall locations with a noncombustible option. Replacement of siding only in these locations will be less expensive than replacing all the home's siding. It may be possible to find a noncombustible siding pattern that is similar to the existing siding pattern.
- At a roof-to-siding location, use of metal flashing that extends up the siding at least 6-inches could also reduce the vulnerability of a combustible siding material. Install flashing so that water cannot get between flashing and siding.

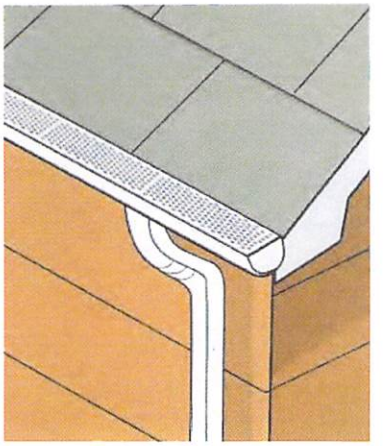


Rain Gutters

Roofs can be vulnerable at the roof edge where a gutter is attached. Debris in the gutter can ignite from embers, and flames can ignite other components at the roof edge (e.g., wood-based sheathing and fascia board).

HOW TO REDUCE THE VULNERABILITY OF RAIN GUTTERS

- Remove vegetative debris from gutters on a regular basis during fire season.
- Install a noncombustible and corrosion-resistant metal drip edge to provide protection for the combustible components (i.e., sheathing and fascia) at the edge of your roof.
- Use a noncombustible gutter cover to minimize accumulation of debris in the gutter. Some gutter covers result in accumulation of debris on the roof behind the gutter, so these will still require routine maintenance.

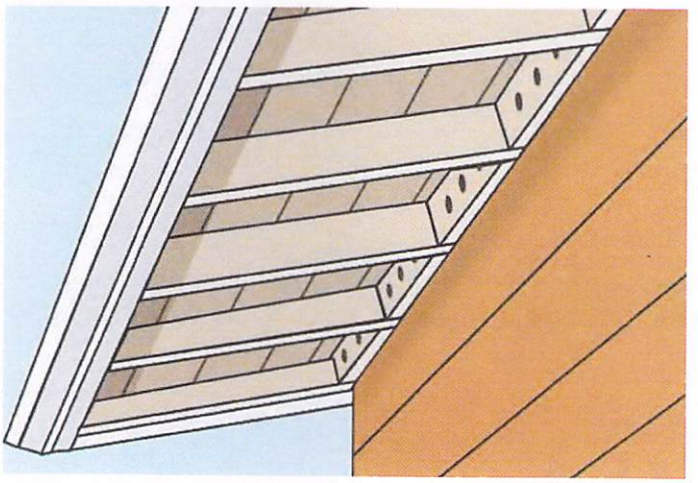


Install and maintain a noncombustible gutter cover (as pictured above) to help minimize debris accumulation in gutters.

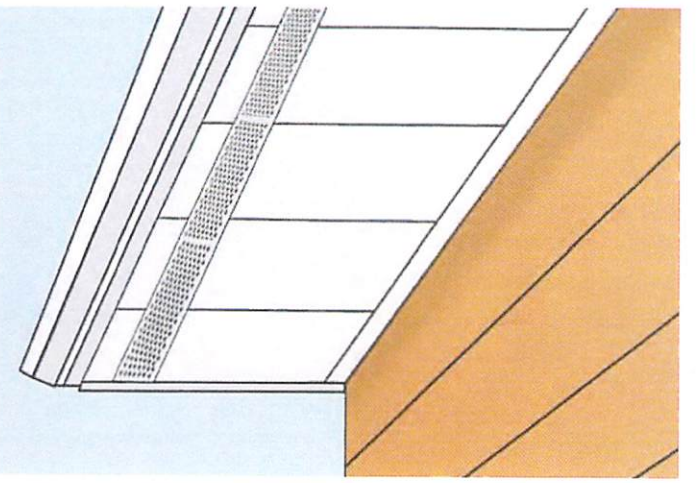
Eaves

The under-eave area provides a point of entry for flames if nearby vegetation or other materials are burning. There are two basic designs for under-eave construction: open-eave and soffited-eave (i.e., one that is boxed in). Open-eave designs are more vulnerable to flames—heat can build up in an area between the roof rafters allowing for more rapid fire spread laterally, which increases the likelihood that fire will find a location to enter the attic. Vents that are in the blocking between rafters in open-eave construction are more vulnerable to the entry of embers than vents in a soffited-eave.

OPEN EAVE



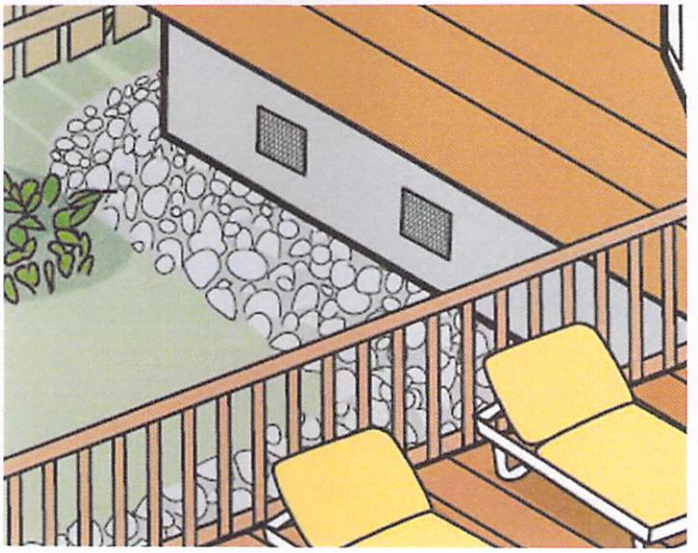
SOFFITED EAVE

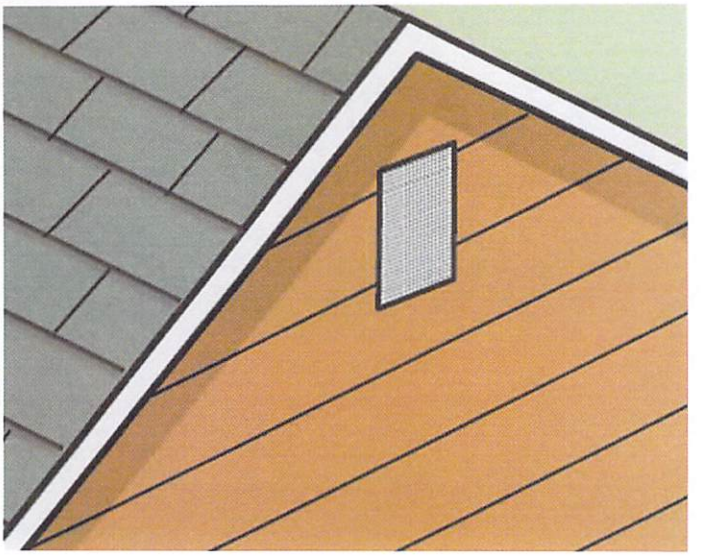


HOW TO REDUCE THE VULNERABILITY OF EAVES

- Inspect open-eave areas for gaps where embers could lodge or pass through into the attic. All vents should be screened and all other gaps should be filled with durable caulk.
- Enclose under-eave area to create a soffited eave.

Enclose open eaves to protect attic spaces from ember intrusion.





Cover all vents with ⅛-inch mesh screening.

WHAT IS THE DIFFERENCE BETWEEN VENT SCREEN SIZES?

Small screens (1/16-inch) can reduce both the size and number of embers that can pass through. Because the embers are smaller, they self-extinguish quickly after entering the attic and crawl space. While this screen size is ideal for resisting ember intrusion, it does require more maintenance because it gets easily clogged. Accumulated debris on vents can become a source of embers if not cleaned regularly. Air flow is also reduced with this size screen.

Mid-size screens (⅛-inch) allow more, larger embers to enter the attic and crawl space, but these are still better than 1/4-inch screens. This size screen is a common choice because the maintentance is lower while still being relatively effective.

Large screens (¼-inch) allow many, larger embers to enter the attic and crawl sapace. It is recommended you replace or cover 1/4-inch screeens with a smaller grain.

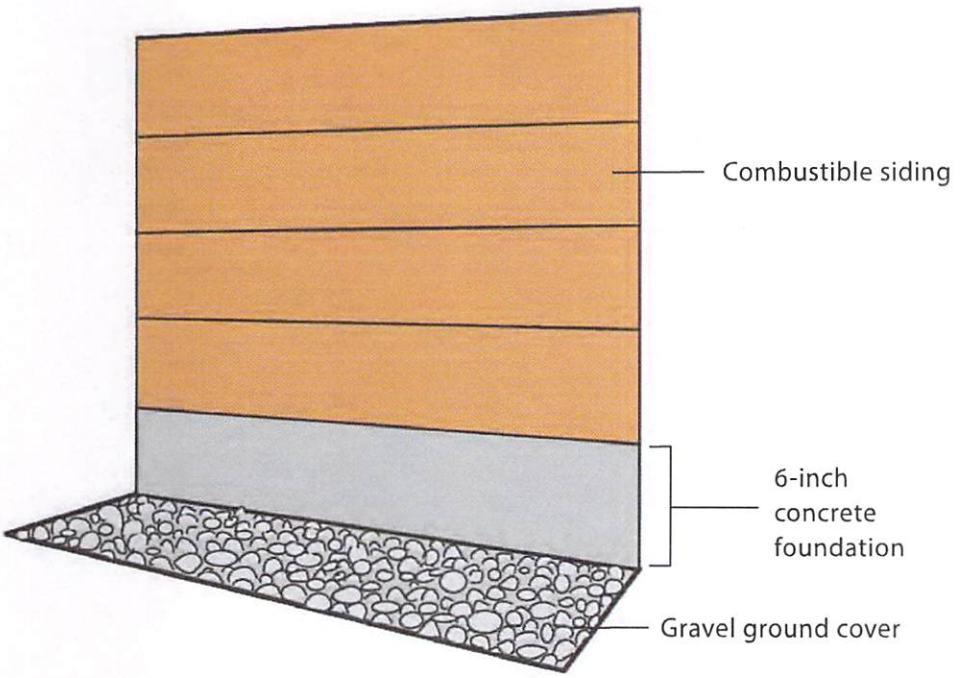
Vents

Attic and crawl space vents provide an entry point for embers. Vents should be covered by, at a minimum, ⅛-inch noncombustible corrosion-resistant metal mesh screening. Screening will not prevent the intrusion of all embers but will minimize their size. Finer mesh screening (e.g., 1/16-inch mesh) is more effective at keeping embers out of the home but requires more maintenance because it can become clogged with debris. Vents that meet the flame- and ember-resistant standard are listed on the California Office of the State Fire Marshal Building Materials Listing Program website. These types of vents are appropriate in areas where maintaining defensible space is difficult, combustible materials are closer to the home, or combustible siding is used.

HOW TO REDUCE THE VULNERABILITY OF ATTIC AND CRAWL SPACES

- Avoid storing combustible items (e.g., cardboard boxes, newspapers and magazines) near attic or crawl space vents.
- Inspect vents to make sure they are in good condition (i.e., screen is in good condition with no tears that would result in larger openings).
- If ¼-inch mesh screening is present, replace or add, at a minimum, a ⅛-inch noncombustible corrosion resistant metal mesh screen.
- Consider replacing vents with a flame- and ember-resistant option.

Vent covers that are made ahead of time (i.e., before a wildfire is threatening) can be installed when wildfire is threatening the area. This strategy can be effective, but it does take time and should only be undertaken if ample time is given for evacuation. Preparation activities can be dangerous if evacuation is delayed.



Siding

If the siding ignites, a fire can: **1)** penetrate through the stud cavity into the home, **2)** spread up the side of the home and enter windows or other openings such as dryer vents, and **3)** spread into the attic at a gable-end vent or an under-eave area. Combustible siding can be ignited from direct-flame contact or radiant heat exposure. Ignition of siding from embers can occur, especially if embers ignite combustible materials close to the home (e.g., bark mulch or wood pile), and if siding extends all the way to the ground.

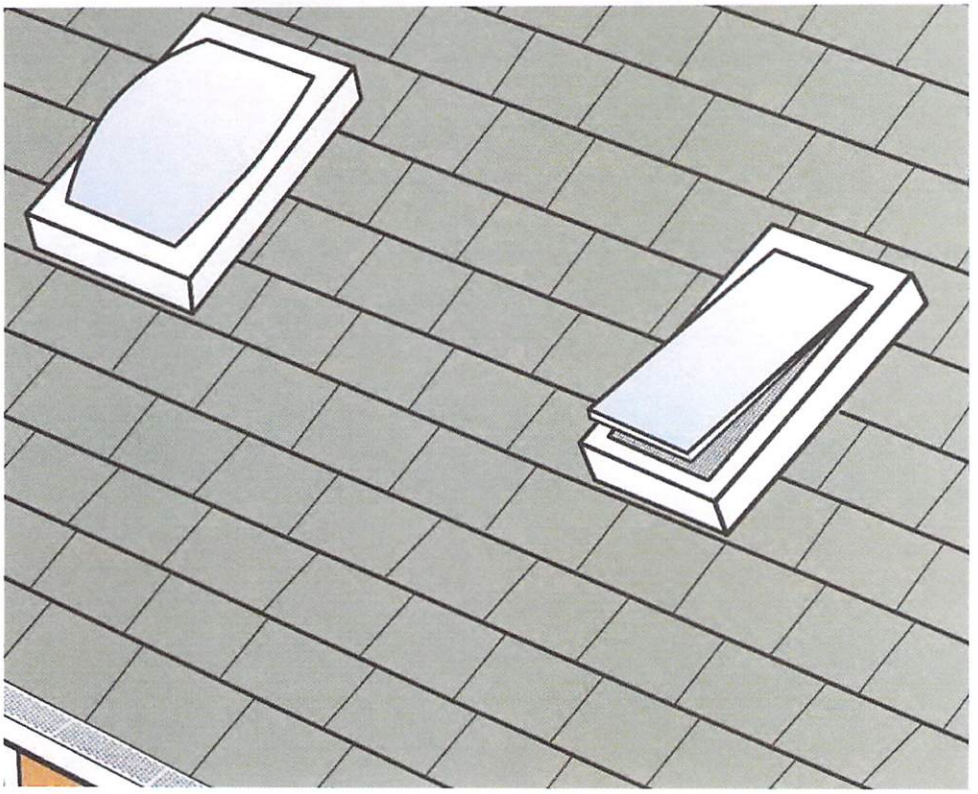
Combustible siding products are widely used, including solid wood, wood composite materials and plastic/vinyl products. Vinyl siding can deform and slough off when exposed to flames or radiant heat. Once this happens, underlying material (e.g., sheathing) becomes important for protection. More complicated lap joints in wood-based siding patterns (e.g., shiplap and tongue-and-groove) are more resistant to fire penetration at the lap joint. Plain bevel joints in wood siding are vulnerable to fire penetration. While fiber cement siding often uses a plain bevel lap joint, it is less vulnerable to fire penetration.

HOW TO REDUCE THE VULNERABILITY OF SIDING

- Use noncombustible siding (e.g., stucco, steel and fiber cement), especially when neighboring homes are within 30-feet of the home.
- Make sure to develop and maintain adequate defensible space, particularly within the ember-resistant zone, to minimize the chance that siding will ignite from embers at the ground level or direct-flame contact from nearby combustible materials.
- In smaller areas that are vulnerable, such as at a roof-to-wall area, replace siding with a noncombustible product.
- For new construction, use of a one-hour wall design, where an additional fire resistant layer is used in the wall assembly, can provide additional protection when a more vulnerable siding material is used.

It is not recommended to use fire-retardant coatings, such as fire-retardant paint, to provide fire protection for combustible siding. Some state, county and local building codes do not allow these coatings. Recent research has demonstrated that their performance is degraded by exposure to the elements (e.g., snow, moisture, sun). Their effectiveness degrades more quickly than reported.

Clear debris around skylights and make sure to close before evacuating. →



Skylights

Skylights can be a point for ember and flame entry if the cover fails, or if skylights are left open when a wildfire threatens. There are two basic kinds of skylights: domed-style made of plastic and flat-style made of glass. Flat-style, glass skylights have less risk than domed-style, plastic skylights that may melt and burn when exposed to heat from a wildfire. Typically, the glass in skylights consists of two layers, the outer being tempered glass and the inner being a safety glass, such as laminated glass.

Skylights on steeper sloped roofs can be vulnerable to radiant heat and flame contact exposures if nearby combustible materials ignite and burn. Skylights on low-slope (flatter) roofs are more prone to the accumulation of vegetative debris (especially flat-style skylights).

HOW TO REDUCE THE VULNERABILITY OF SKYLIGHTS

- Remove vegetative debris from the roof, including on and adjacent to skylights, on a regular basis.
- On sloped roofs, glass skylights are the best choice because of increased likelihood of exposure to radiant heat.
- If the skylight can open, close it when wildfire is threatening to prevent embers from entering the home. Consider adding a 1/16-inch noncombustible corrosion resistant-metal mesh screening to reduce ember intrusion into the home in case the skylight cannot be closed before evacuation.

Windows

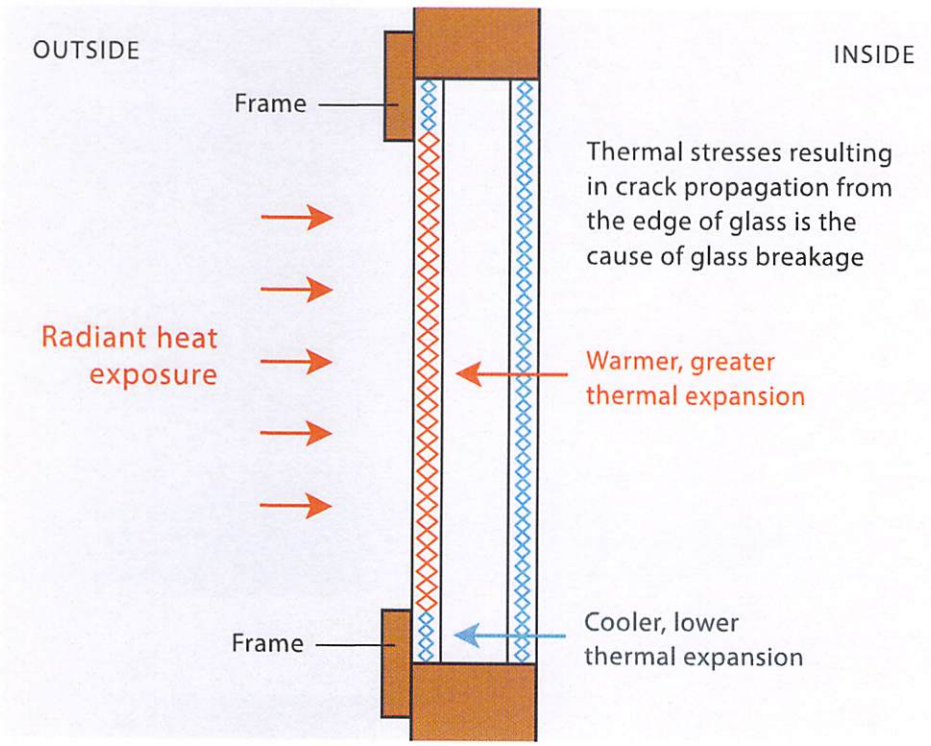
Windows can be a vulnerable component of a home if the framing material ignites or deforms, or if the glass breaks and falls out, both allowing embers or flames to enter the home. The most vulnerable part of a window is the glass. Glass breakage occurs when cracks, propagating from the outer edge inward, occur due to thermal stress that develops when a window is exposed to flames or radiant heat.

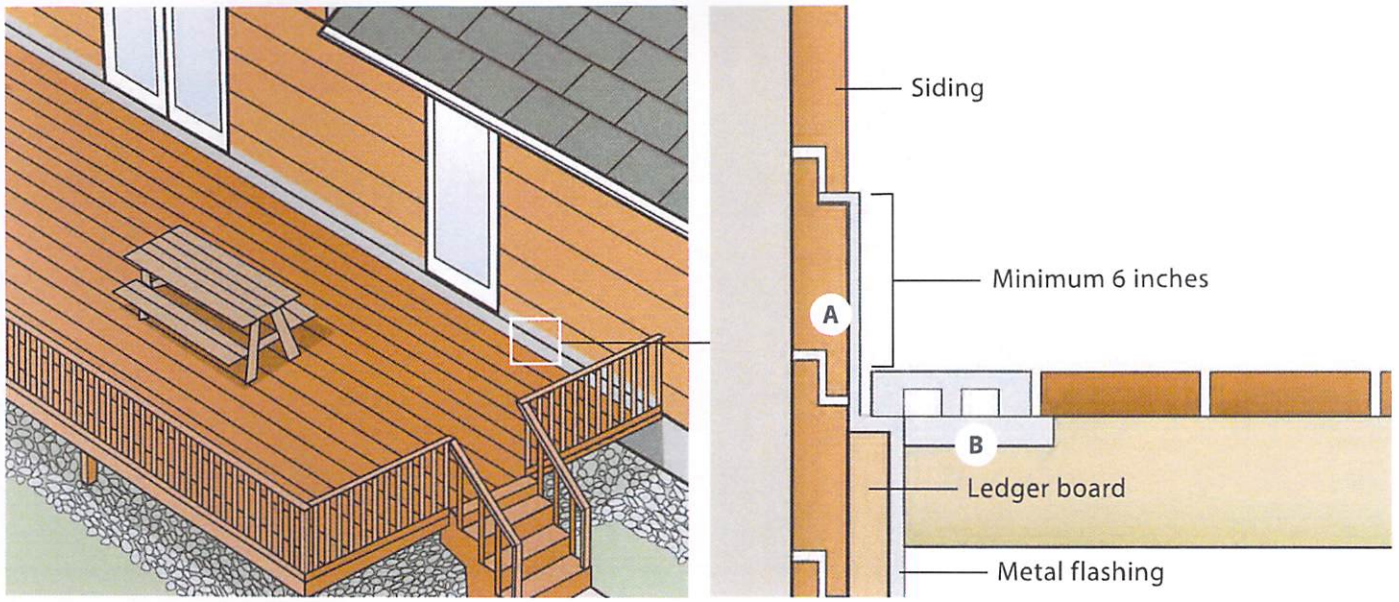
Tempered glass is three to four times more resistant to heat exposures than typical annealed glass and is therefore a better choice when selecting windows. Metal and plastic-clad fiberglass window screening will absorb radiant energy, providing additional protection against radiant heat exposure to the glass in your windows. Plastic-clad fiberglass screening will fail if flames contact it, reinforcing the need for an effective ember-resistant zone.

HOW TO REDUCE THE VULNERABILITY OF WINDOWS

- When replacing windows, choose multi-pane options containing tempered glass.
- If neighbors or outbuildings are within 30-feet of the home, consider installing deployable noncombustible shutters to provide additional protection.
- Install screens in all operable windows. Screens increase ember resistance by keeping embers out of the home and also decrease radiant heat exposure.
- Close windows when wildfire is threatening.

DUAL-PANE WINDOW





A *Install metal flashing between the ledger board and joists to protect the combustible siding material. The flashing should extend above and below the ledger board.*

B *Replace the deckboard next to the house with noncombustible material.*

Decks

If a deck attached to a home ignites, the home can be exposed to flames and/or radiant heat. What is stored underneath and on top of decks can also be an ignition source. Depending on the decking material, embers can also directly ignite deck boards. Decks that overhang a slope can be exposed to flames if trees and other vegetation downslope of the deck ignite, resulting in flames contacting the bottom of the deck.

Most commercially available deck boards are combustible. These include redwood, cedar and tropical hardwoods, such as ipe, and all plastic composite lumber decking products. Pressure impregnated fire retardant treated (FRT) wood deck boards are less vulnerable to flames and embers. Higher density hardwood decking and plastic composite decking are less vulnerable to ignition by embers compared to softwood decking (i.e., redwood and cedar). Although some metal deck boards are now available, noncombustible options are typically referred to as solid surface decks because they consist of lightweight concrete, possibly with an additional noncombustible walking surface such as flagstone. Use of noncombustible (i.e., steel) joists in conjunction with combustible deck boards will reduce the overall vulnerability of the deck.

HOW TO REDUCE THE VULNERABILITY OF DECKS

- Create an ember-resistant zone under the footprint of and around all decks. This action will reduce the likelihood of under-deck flame exposure.
- If a deck overhangs a slope, create and maintain an effective defensible space downslope of the deck to reduce the chance of flames reaching the underside of the deck.
- Apply metal flashing or foil-face bitumen tape on top of and a few inches down the side of the support joists. This is an effective strategy to minimize fire growth when a deck is ignited by embers, but would not help if the deck were ignited directly by flames under the deck. Using steel joists also reduces the vulnerability of the deck from both flames and embers.

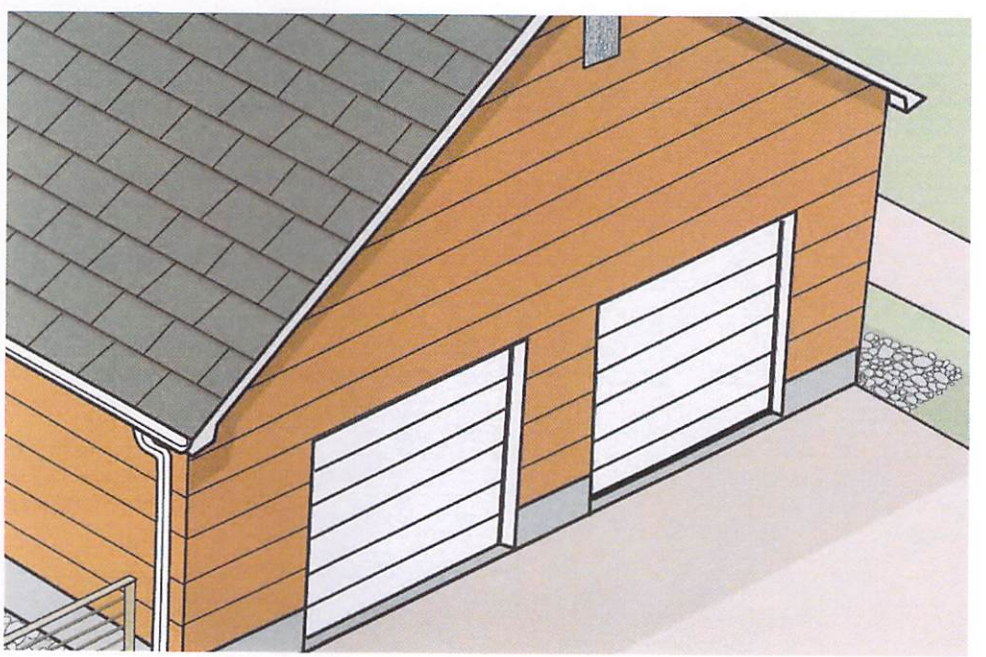
- For cedar and redwood decks, increase the size of the gap between deck boards to ¼ inch so that vegetative debris can fall through rather than accumulate on the deck. Be sure to routinely clear debris from under the deck.
- If a deck is made of combustible decking materials, replace the board closest to the home with a noncombustible material.
- In new deck construction, consider using noncombustible or higher density decking products.
- Move combustible cushions from deck furniture to inside and relocate combustible furniture (especially those with woven components that can trap embers) away from the house.

Garages

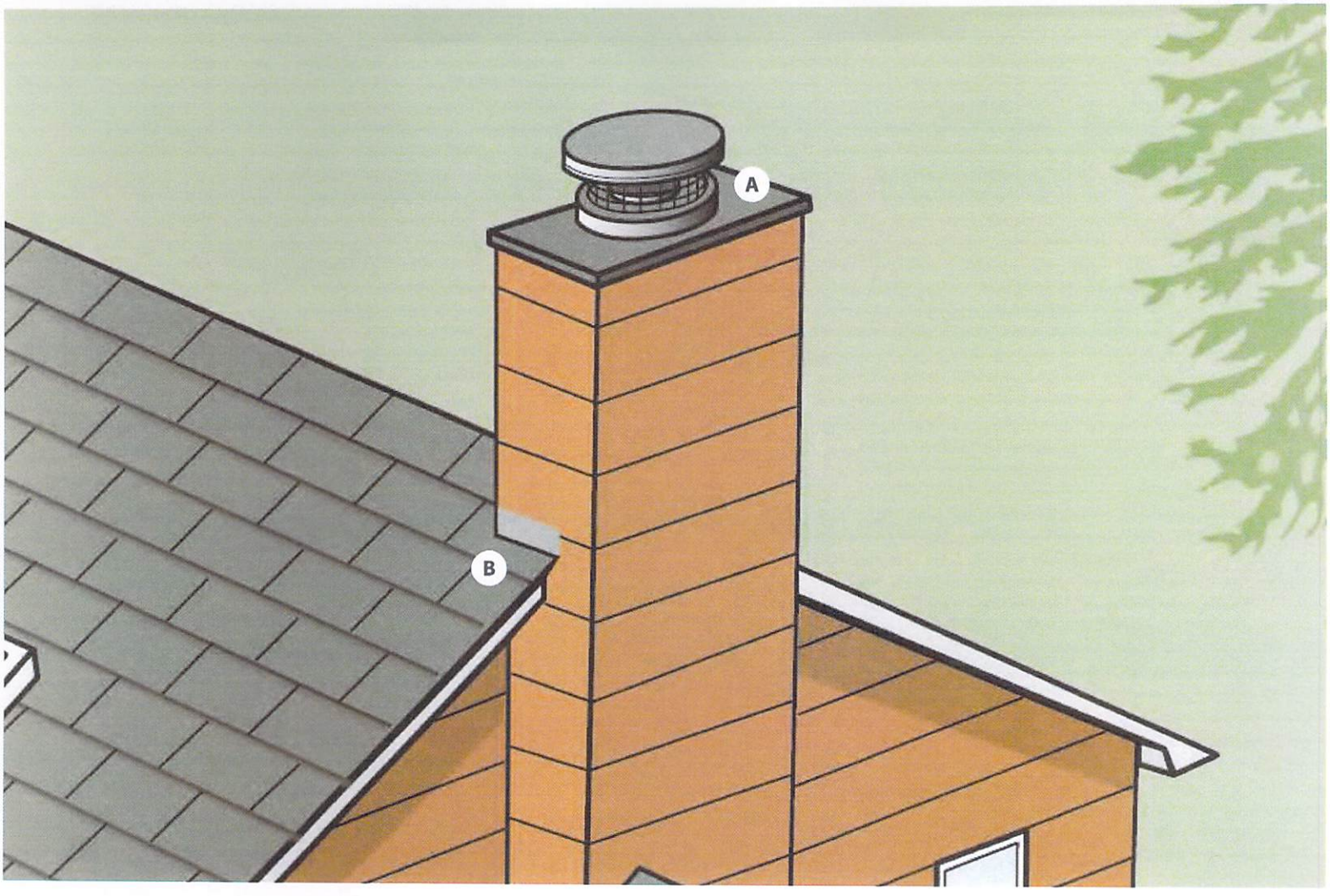
Garages, whether attached to the home or detached as a separate building, can threaten homes if the garage ignites. Since it is normal to store combustible materials in a garage, steps should be taken to reduce the ignitability of the garage because embers can easily enter under or around poorly sealed garage doors.

HOW TO REDUCE THE VULNERABILITY OF GARAGES

- Whether a garage is detached or attached, include it in defensible space planning and maintenance, including the ember-resistant zone.
- Make sure the space between the garage door and framing is well sealed to minimize the entry of embers into the garage.
- Garage windows, vents and other construction components should be treated the same as they would be if part of the home.
- Add a battery back-up to the garage door motor so that the garage can easily be opened or closed if power is out.
- Close garage doors when wildfire is threatening.



← *Make sure garage doors are well sealed and closed before evacuating.*



A *Cover the stovepipe/ chimney with a metal screen (no smaller than ⅜-inch and no larger than ½-inch).*

B *Install metal flashing at the chimney-roof intersection.*

Chimneys

Chimneys and stovepipes can be a vulnerable part of the home if not installed correctly and properly cleaned and maintained annually. Vegetative debris can accumulate on the roof adjacent to the chimney chase. This is another roof-to-wall connection that can be vulnerable to ignition by embers.

HOW TO REDUCE THE VULNERABILITY OF CHIMNEYS

- Use of metal step flashing at roof-to-siding intersection (flashing extending up the wall) can reduce the vulnerability to embers.
- Cover chimney and stovepipe outlets with a noncombustible screen. Use metal screen material with openings no smaller than ⅜-inch and no larger than ½-inch to minimize embers leaving the chimney.
- Close the fireplace flue during fire season when the chimney is not in use.

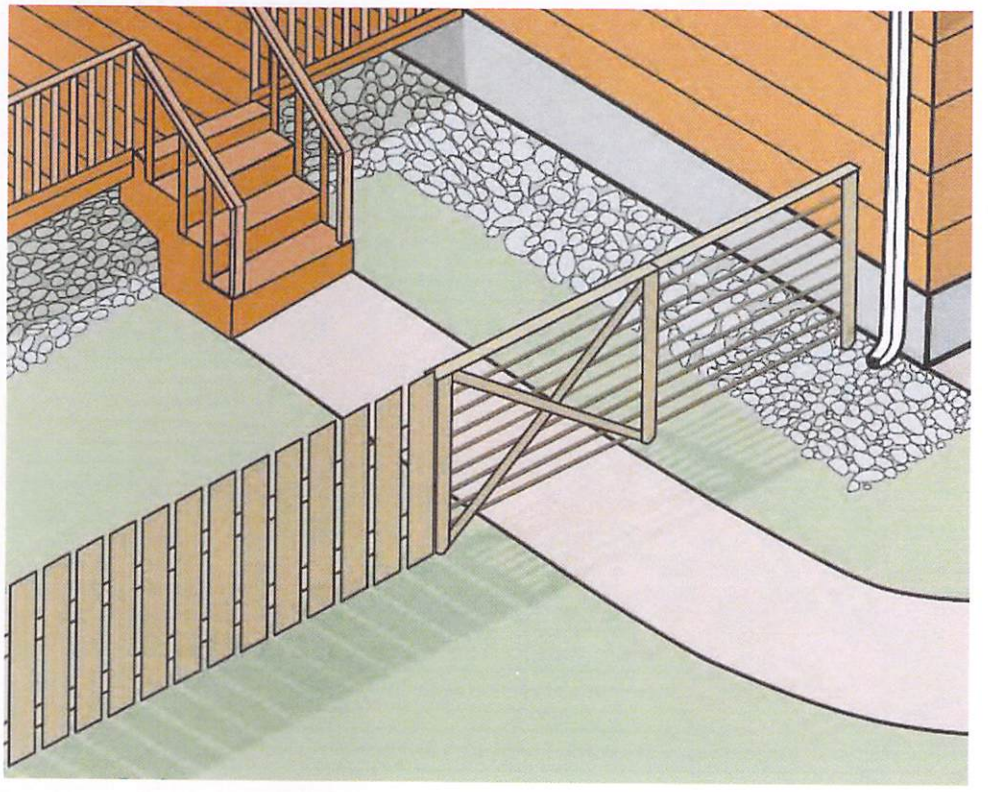
Fences

Combustible fencing can provide a direct path to a home if surrounding vegetation or embers ignite it. Best practice is to separate the fence from the house or upgrade the last 5-feet of the fence to a noncombustible material to reduce the chance of the fence from bringing fire to the home.

Privacy fences (planks all on one side of horizontal supports) are the most vulnerable to ignition because the horizontal to vertical intersection provides a ledge and backstop where embers can accumulate and ignite the fence. Good neighbor (planks alternating) and lattice are more porous, and therefore more difficult to ignite via ember exposure. Vinyl fences are not as vulnerable to embers, but can ignite through direct flame exposure if vegetative debris has accumulated at its base. As is the case with vinyl siding, vinyl fencing will be vulnerable to deformation from radiant heat exposure. All fences are more vulnerable when vegetative debris has accumulated at their base.

HOW TO REDUCE THE VULNERABILITY OF FENCES

- Replace the combustible portion of the fence near the home with a noncombustible section. The noncombustible section should be a minimum of 5-feet long.
- Remove vegetative debris that can accumulate at the base of the fence on a regular basis. Do not use fences as a trellis for plants because plants can create and trap ignitable vegetative debris.



← *Rather than replacing the entire fence, replace the 5-feet closest to the home with a noncombustible option.*

Glossary

BEVEL JOINT A type of lap joint, typically seen in horizontally applied siding. This lap joint, when used with a combustible siding product, is the most vulnerable to fire penetration.

CHIMNEY CHASE The area or structure around metal flue pipes. The chase is usually built with wood, metal or brick.

DORMER A part of a building that extends beyond the vertical plane of the roof. This extension also has a roof covering and typically incorporates a window on the exterior wall.

EMBER Also called firebrand. Burning (or glowing) particles of vegetation from tree branches, parts of shrubs or chaparral, or other combustible materials (e.g., construction materials) that ignite and burn during a wildfire and are carried in wind currents to locations beyond the wildfire front.

FIBER CEMENT A generic term for a siding product that is made using cement, wood fiber and other additives.

FINE-MESH SCREENING In the context of this document, ⅛-inch or finer screening that is used to cover vent openings and operable windows.

FOIL-FACE BITUMEN TAPE A flashing material whereby an aluminum foil material is part of a bitumen tape system.

GOOD-NEIGHBOR FENCE In the context of this document, this type of fence is one where the vertical planks alternate between the sides of the horizontal support members. A "good-neighbor" fence is usually compared to a "privacy" fence, where the vertical planks are all on the same side of the horizontal supports.

GYPSUM WALLBOARD A panelized product made from calcium sulfate dihydrate. These panels are commonly used for paneling on the interior of homes and buildings. A special type of gypsum wallboard can be used as a fire-resistant component in a one-hour wall assembly.

LADDER FUELS Low-lying branches and vegetation that can help carry flames from the surface into the canopy of trees or shrubs.

LAMINATED GLASS A type of safety glass that consists of two (or more) layers of annealed glass that are connected with adhesive interlayers.

LAP JOINT The type of overlap connection between boards or panels on the siding of a building.

METAL DRIP EDGE FLASHING Also called angle flashing, this material is typically used to protect the edge of the roof where the roof covering meets the exterior (vertical) framing.

MULTI-PANE WINDOW A term used to indicate multiple glass panes in a window. One pane of glass would be indicated by "single-pane."

ONE-HOUR WALL CONSTRUCTION An assembly that provides enhanced resistance to the penetration of fire.

OPEN-EAVE A type of construction whereby roof rafters are exposed in the area where they extend beyond the exterior walls of the building. In this type of construction, wood members, typical nominal 2-inch thick lumber, are used to fill the space between roof rafters.

PLASTIC-CLAD FIBERGLASS SCREENING Commonly used window screening material. Typical screen size is 1/16-inch mesh.

PRESSURE-IMPREGNATED FIRE-RETARDANT TREATED A process whereby a fire-retardant chemical is injected into the material (e.g., wood) under a pressurized process. This process results in a deeper penetration of the chemical into the wood.

ROOF COVERING The part of the roof assembly visible from outside the building. Common roof covering materials include asphalt composition shingles, tile and metal.

SHEATHING The first covering of boards or of waterproof material on the outside wall of the house.

SHIPLAP A type of lap joint used for horizontal and vertical siding. Along with tongue-and-groove pattern, this pattern is a better choice when considering improved resistance to fire penetration.

SOFFITED-EAVE A type of construction where the area of the roof rafters that extend beyond the exterior wall of a building are enclosed, typically by attaching a panelized product that connects the edge of the roof to the exterior wall.

STUCCO A siding material usually consisting of a mixture of sand, Portland cement, lime, water and other additives.

TEMPERED GLASS A heat-treated glass that enhances resistance to heat exposures three to four times over that of regular (annealed) glass.

UNDERLAYMENT A panel or sheet material in the roof assembly, underlying the roof covering, that improves the fire rating of the covering.

VENT COVER A solid material used to temporarily cover a vent opening to prevent the entry of embers.

Online Resources

The following websites have resources and information on home-hardening, defensible space, and other tips to prepare for wildfire.

Living With Fire Program - www. livingwithfire.com

University of California Agriculture and Natural Resources - www.ucanr.edu/sites/fire

Insurance Institute for Home and Business Safety–Wildfire - www.ibhs.org

CAL FIRE Ready for Wildfire - www.readyforwildfire.org

Sustainable Defensible Space - www.defensiblespace.org

Acknowledgments

The following individuals provided substantial contributions to the development of the Wildfire Home Retrofit Guide: Amanda Milici (Sierra Nevada Alliance AmeriCorps), Forest Schafer (California Tahoe Conservancy), Mark Regan (NV Energy), and Chris Anthony (CAL FIRE). Graphic design was provided by Maja Thaler and Emma Mitchell of SDBX Studio, LLC. Illustrations were provided by Liz Bradford. We thank members of the Lake Tahoe Regional Fire Chiefs Association, the Tahoe Fire and Fuels Team, and five anonymous peer reviewers for valuable feedback. CAL FIRE awarded funding to develop and publish the Wildfire Home Retrofit Guide. The Wildfire Home Retrofit Guide project is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy and improving public health and the environment—particularly in disadvantaged communities. For more information about this publication contact the Living With Fire Program at LWF@unr.edu, a program of University of Nevada, Reno Extension conducted in collaboration with numerous partners.

Partner Logos



Photo Courtesy of California Tahoe Conservancy / Nick Spaintand

SP-20-11

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[3]Tahoe Resource Conservation District

[4]CAL FIRE

LIVING WITH FIRE TAHOE

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A partnership of Nevada Counties; University of Nevada, Reno; and the U.S. Department of Agriculture

EXTENSION
College of Agriculture, Biotechnology & Natural Resources

RDO Equipment Co.
2714 Vineyard Place
Fowler, CA 93625
559-834-5096
Fax: 559-834-5067
www.rdoequipment.com

WARNING
Warning: Cancer and Reproductive Harm.
For more information go to:
www.P65Warnings.ca.gov

Ship to: N/A

Branch
75 - FOWLER, CA

Date	Time	Page
01/05/2024	9:20:46 (O)	1

Account No.	Phone No.	Estimate No.
7700061	5599667700	005916 01

Ship Via **Purchase Order**

Invoice to: MARIPOSA COUNTY FIRE SAFE COUNSEL
PO BOX 1182
MARIPOSA CA 95338-1182

Tax Exemption Number **Federal ID Number**

Salesperson
SEE

ESTIMATE EXPIRY DATE: 02/03/2024

SERVICE ESTIMATE - NOT AN INVOICE

Stock #: X545150 BC1500 130HP CUMMINS DIES MS #: 1VR2161VXF1006233
Make: VE Model: BC1500
Is to have the following work done

Cutter Drum R&R CMP
ADDITIONAL DESCRIPTION:
Customer requested R&R drum, bearings and shear bar.

Part#	Description	Qty	Price	Amount
163624003	BEARING -	2	290.84	581.68
163627631	CUTTER DRUM ASS	1	6513.49	6513.49
163627662	SHEAR BAR	1	152.83	152.83
507614040	SCREW-HFS,M16-2	4	4.34	17.36
508478060	SCREW-HCS;	2	3.70	7.40

MISCELLANEOUS CHARGES: Description	Price	Amount
HAZARDOUS MTL	82.50	82.50
SRV ACCESSORIES	25.00	25.00

Parts:	7272.76
Labor:	2151.55
Miscellaneous:	107.50
CA STATE TAX	442.82
FOWLER City	73.80
FRESNO County	18.45
FRESNO CO LOCAL TAX SL Special	73.80
FRESNO COUNTY DISTRICT TAX SP Special	53.51
TOTAL:	10194.19

Authorization: _____

Stocked parts can be returned within 30 days with copy of invoice. Special order parts $20.00 and up may be returned within 30 days with copy of invoice. 20% restock charge will apply to all special order parts. All sales are final on special order non-returnable parts. All parts must be new, uninstalled and in original packaging. No returns on electrical components. No refunds on freight charges.

_____
SIGNATURE

TERMS AND CONDITIONS: All invoices are due Net-20 days from the invoice date or in accordance with the terms of your account agreement. Please refer to your finance agreement for details.

MERCED TRUCK & TRAILER, INC.

625 Martin Luther King Jr. Way
Merced, CA 95341
(209) 722-2963

MERCED TRUCK & TRAILER, INC. WILL ACCEPT PARTS FOR REFUND OR EXCHANGE PROVIDED THE PART IS A NORMALLY STOCKED NON-ELECTRICAL OR CARBURETOR PART PURCHASED WITHIN 10 DAYS AND IS ACCOMPANIED BY THIS INVOICE. ALL PARTS ACCEPTED FOR RETURN MUST MEET THE MANUFACTURER'S CURRENT PACKAGE GUIDELINES AND ARE SUBJECT TO A 30% RESTOCKING CHARGE. SPECIAL ORDERED ITEMS NOT PICKED UP WITHIN 90 DAYS WILL BE RETURNED TO NORMAL STOCK.

SUBJECT TO WARRANTY TERMS AND CONDITIONS LISTED ON REVERSE SIDE.

DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
09 APR 24	RO#45620	11 APR 24		Q175436

**** I N V O I C E Q U O T E - DO NOT PAY ****

PAGE 1 OF 1

SOLD TO

ACCOUNT NO. 20

JE ALLEN

SHIP TO

SHIP VIA	SLSM.	B/L NO.	TERMS	F.O.B. POINT
	609		CASH	MERCED CA

QUANTITY ORD.	QUANTITY SHIP	QUANTITY B.O.	PART NO.	DESCRIPTION	LIST	NET	AMOUNT
1	1	0	4309138	KIT,TURBOC	7929.37	6797.11	6,797.11
			MEMPHIS				
4	4	0	LABOR	LABOR	150.00	150.00	600.00
			FREIGHT QUOTE IS ESTIMATE ONLY!!!!				
				FREIGHT 300.00			
			**** I N V O I C E Q U O T E -		DO NOT	PAY ****	

Thank You For Your Business!

NEED PARTS AFTER HOURS?
CHARGE $50.00 UNTIL 11:59PM
CHARGE $75.00 12:00AM-7:00AM
PHONE# 1-209-564-0905

PARTS	7,397.11
SUBLET	
FREIGHT	300.00
SALES TAX	560.76
TOTAL	$8,257.87

CUSTOMER'S SIGNATURE
X

175436

CUSTOMER COPY

Good Afternoon Sir,

The Mariposa Sheriff Search and Rescue Team would like to request $10,537.00 to purchase 6 Heart Start M5066A-RO1 Phillips AED Defibrillator Ready Packs. These units would be placed in the primary rescue/ response vehicles. SAR is frequently operating in remote isolated places with limited access by conventional rescue and medical response equipment. Having these units with our response gear would increase survivability of both rescuers and members of the public during critical time sensitive cardiac events.

Thanks for your consideration,

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-278

MEETING: July 2, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve an Agreement with Community Social Model Advocates in the Amount of $375,000 for Inpatient Residential Care; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Community Social Model Advocates in the Amount of $375,000 for Inpatient Residential Care; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Mariposa County does not operate residential recovery facilities and therefore contracts for such services. There is a need for residential sober living support for those individuals who desire help but cannot stay clean and sober through other means of support.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The last Community Social Model Advocates was approved on July 12, 2023, by the Mariposa County Administrative Officer for the fiscal year of 2023-2024.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The need for residential care for substance-abuse clients remains strong for the upcoming year and beyond. If this agreement is not approved, HHSA may not be able to provide this service to its clients.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. CSMA Agreement 2024-V2 - COI

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

AGREEMENT FOR RESIDENTIAL RECOVERY 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 Community Social Model Advocates, 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 be for a period of 3 (three) years, commencing on July 1, 2024, through and including June 30, 2027.

2. SERVICES

Contractor shall perform residential recovery services as described in Exhibit A, "Scope of Work," and Exhibit B, "Compliance" which are attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

The maximum compensation payable to Contractor under this Agreement is $375,000 for the term of the contract, $125,000 for the initial term, and $125,000 for each extension period as set forth in Exhibit C, "Pay Rates," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days 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 $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 $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:
Community Social
Model
Advocates, Inc.
508 Mendocino Court
Atwater, CA 95307

COUNTY:
County of Mariposa
5362 Lemee Lane
P.O. Box 99
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 C.

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 C.

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	Lori Newman, Executive Director Community Social Model Advocates, 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

Description of Services

Community Social Model Advocates shall perform the following residential treatment services to perinatal and non-perinatal clients:

- Available modalities
  - Licensed, 24-hour a day, 7 day a week supervision
  - Peer counseling
  - Coordination of care with County
  - AA meetings
  - Anger management classes
  - 12 Step Study and/or other recovery support that promote a sober living and recovery environment
  - Provide all clients with an assessment, treatment planning, individual counseling, group counseling and discharge planning

- Perinatal services to address treatment and recovery issues specific to pregnant and postpartum women
  - Services shall include:
    - Parent/child habilitative services
    - Service access
    - Education
    - Coordination of ancillary services

CONTRACTOR will:

- Provide room and board
- Provide an opportunity to learn new job skills in various fields.
- Supported efforts related to interpersonal and independent living skills and access community support systems.
- Supported efforts related to interpersonal and independent living skills and access community support systems.
- Provide residential recovery services to COUNTY beneficiaries who are authorized for services by COUNTY.
- Ensure that all individuals in the residential treatment be engaged in SUD treatment, at all times during the individuals stay.
- Provide safe, secure, clean and sober family-oriented residential treatment homes.
- Provide for client hygiene supplies,
- Ensure that services shall be provided to beneficiaries of COUNTY in a manner prescribed by the laws of the State of California and in accordance with the rules and regulations of relevant Federal regulations.
- Provide the COUNTY with reports on a quarterly basis and documentation as requested within two weeks of request.
- Meet with MCBHRS no less than 1 (one) time monthly for contract monitoring and programmatic progress.

- For each county placement, provide a monthly progress report to the Substance Use Disorder Supervisor.
- Ensure that prior to exiting the program (either successfully or unsuccessfully) that each client has a transition plan. County will make available a team meeting within 7 (seven) days of request.
- Notify COUNTY of the proposed discharge date and ensure that prior to exiting the program (either successfully or unsuccessfully) that each client has a transition plan and ensure coordination of continuing services. County will make available a team meeting within 7 (seven) days of request date of all persons served under this agreement.
- In a timely manner and as mutually agreed upon, the CONTRACTOR shall provide to the COUNTY "Case Progress Summarization Notes" and a copy of the Discharge Summary for each client. Prior to discharge, the CONTRACTOR shall contact the COUNTY's Substance Use Disorder Supervisor by secure email or secure fox fax for coordination and consultation purposes. Secure fax number is (209) 742-0996. Client records shall include enough information for an evaluation of services provided. The CONTRACTOR shall provide the COUNTY a copy of statistical reports as requested for submission to the state, federal and local agencies for compliance or reimbursement purposes.
- Coordinate care with Probation and MCBHRS.

Exhibit B
Compliance

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. Personnel

Ensure that all personnel rendering services shall be employed by or under contract with the CONTRACTOR. They shall be members of CONTRACTOR professional staff. The services shall be provided under the direction of the CONTRACTOR facility Director and shall meet appropriate professional standards.

C. Contract Termination

Services provided by the CONTRACTOR will not relocate or reduce in type or frequency without notification to the MCBHRS within 24 hours and approved by the Department of Health Care Services.

D. Compliance Monitoring

1. The CONTRACTOR shall allow for compliance monitoring, including fiscal monitoring and be accountable for audit exceptions for failure to comply with requirements. Any deficiencies identified during compliance or fiscal monitoring will require a Corrective Action Plan to be submitted to the county.

E. Additional DMC Requirements

1. If the CONTRACTOR receives DMC funds, the CONTRACTOR shall comply with Minimum Quality Drug Treatment Standards for DMC [(DMC MQDTS document 2F(a)] and/or SABG [(DMC MQDTS document 2F(b)], as applicable.
2. Contractor and subcontractors that provide DMC services shall be responsible for verifying the Medi-Cal eligibility of each beneficiary for each month of service prior to billing for DMC services to that beneficiary for that month. Medi-Cal eligibility verification should be performed prior to rendering service, in accordance with and as described in the DHCS DMC Provider Billing Manual. Options for verifying the eligibility of a Medi-Cal beneficiary are described in the Department of Health Care Services DMC Provider Billing Manual.
3. Maintain certification to provide withdrawal management services Medi-Cal Services through Department of Health Care Services (DHCS).

F. Hatch Act

CONTRACTOR agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 15011508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

G. No Unlawful Use or Unlawful Use Messages Regarding Drugs

CONTRACTOR agrees that information produced through these funds, and which pertains to drugs and alcohol - related programs, shall contain a clearly written statement that there shall be

no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, CONTRACTOR agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

H. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

I. Debarment and Suspension

CONTRACTOR shall not subcontract with any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The CONTRACTOR shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

J. Protected Health Information

1. Train all staff policies and procedures regarding PHI as necessary and appropriate for them to carry out their functions in accordance with 42 CFR and HIPAA.

2. Use only encrypted PHI as specified in the HIPAA Security Rule be disclosed via email. Unsecured PHI will not be disclosed via email.

3. All workforce members who assist in the performance of functions or activities on behalf of the Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at CONTRACTOR's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.

K. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, CONTRACTOR shall perform the work in compliance with all applicable provisions of HIPAA. DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies.

1. Trading Partner Requirements

a. No Changes. CONTRACTOR hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the 12 Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

b. No Additions. CONTRACTOR hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

c. No Unauthorized Uses. CONTRACTOR hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

d. No Changes to Meaning or Intent. CONTRACTOR hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

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

3. Adequate Testing

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

4. Deficiencies

CONTRACTOR agrees to correct transactions, errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the CONTRACTOR is acting as a clearinghouse for that provider. When County is a clearinghouse, CONTRACTOR agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

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

6. Data Transmission Log

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

L. Charitable Choice

Nondiscrimination and Institutional Safeguards for Religious Providers

CONTRACTOR shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

M. Counselor Certification

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

N. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V). If the provider chooses not to participate in MCBHRS annual training, CONTRACTOR must provide the training at CONTRACTOR'S expense and provide proof of annual training.

O. Intravenous Drug Use (IVDU) Treatment

CONTRACTOR shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

P. Restriction on Distribution of Sterile Needles

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

Q. Tuberculosis Treatment

CONTRACTOR shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.
2. Reduce barriers to patients' accepting TB treatment.
3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

R. Trafficking Victims Protection Act of 2000

CONTRACTOR and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 United States Code (USC) 7104(g)) as amended by section 1702 of Pub. L. 112-239. CONTRACTOR will provide annual training on TVPA for all staff.

S. Tribal Communities and Organizations

CONTRACTOR shall regularly assess (e.g. review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers, the substance use service needs of the American Indian/Alaskan Native (Al/AN) population within the County geographic area, and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and

improvement of the quality, effectiveness, and accessibility of services available to Al/NA communities within the County.

T. Byrd Anti-Lobbying Amendment (31 USC 1352)

CONTRACTOR certifies 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 USC 1352. CONTRACTOR shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

U. Nondiscrimination in Employment and Services

By signing this Contract, CONTRACTOR certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, CONTRACTOR will not unlawfully discriminate against any person.

V. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 —6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A-E).
13. CONTRACTOR shall provide services to all eligible persons in accordance with state and federal statutes and regulations and assure in the planning for the provision of services that clients are provided educational materials or other resources for the provision of services.

W. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No state or federal funds shall be used by the CONTRACTOR or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the CONTRACTOR or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.
6. CONTRACTOR shall participate in the County Behavioral Health Director's Association of California. CONTRACTOR shall attend meetings, special meetings called by DHCS director and represent the program for the purpose of a relationship with DHCS with respect to policies, standards and administration for AOD abuse services.
7. CONTRACTOR shall provide timely access to care and services in accordance with CFR 42 (§ 422.112 Access to services) and ensure state standards, taking into account the urgency of the need for services.
8. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
9. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide, direct, immediate, or substantial support to any religious activity.

X. Reporting and Invoicing

CONTRACTOR shall submit detailed invoices and receipts of exact costs to be paid by COUNTY by the 15th of every month with the exception of the last invoice of the fiscal year being submitted no later than July 10. COUNTY will pay appropriate invoices within thirty (30) business days upon receipt.

Y. Information Access for Individuals with Limited English Proficiency

1. CONTRACTOR shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
2. CONTRACTOR shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:
    a. materials explaining services available to the public,
    b. language assistance,
    c. language interpreter and translation services, and
    d. video remote language interpreting services.

Z. Security Breaches
All security breaches will be reported immediately to the Quality Assurance unit with MCBHRS.

AA. Noncompliance with Reporting Requirements
CONTRACTOR agrees that DHCS has the right to withhold payments until CONTRACTOR has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III- Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

BB, Youth Treatment Guidelines
If contracted to provide treatment to youth, CONTRACTOR must comply with the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to be incorporated into this Contract.
CONTRACTOR must comply with DHCS guidelines in developing and implementing youth treatment programs funded under Enclosure 2 of SABG County Application, until new Youth Treatment Guidelines are established and adopted.

CC. Early and Periodic Screening, Diagnosis, and Treatment Services (EPSDT)
Clients under age 21 will receive Early and Periodic Screening, Diagnosis, and Treatment Services (EPSDT) as established in Welfare and Institutions Code (WIC) Section 14132(v).3 State law provides that for individuals under 21 years of age, a service is medically necessary or a medical necessity if it meets the standards set forth in 42 USC, Section 1396d(r)(5**).**

DD. Perinatal Services

1. If contracted to provide perinatal services, CONTRACTOR must comply with the perinatal program requirements as outlined in the Perinatal Services Network Guidelines. The Perinatal Services Network Guidelines are attached to this contract as Document 1G, incorporated by reference. The CONTRACTOR must comply with the current version of these guidelines until new Perinatal Services Network Guidelines are established and adopted. The incorporation of any new Perinatal Services Network Guidelines into this Contract shall not require a formal amendment.
2. CONTRACTOR receiving SABG funds for perinatal services must adhere to the Perinatal Services Network Guidelines, regardless of whether the CONTRACTOR exchanges perinatal funds for additional discretionary funds.
3. CONTRACTOR must be certified to provide perinatal recovery services to COUNTY beneficiaries who are authorized for services by COUNTY.
4. CONTRACTOR will ensure that documentation of pregnancy and last day of pregnancy are in the beneficiary record for all perinatal clients.

EE. Report Suspected Medi-Cal Fraud

1. CONTRACTOR must immediately report suspected Medi-Cal fraud to DHCS. Reporting of fraud can be accomplished in one of three ways:
    a. Online: https://www.dhcs.ca.gov/individuals/Paqes/StopMedi-CalFraud.aspx

b. Email: fraud@dhcs.ca.gov
c. Phone: 1-800-822-6222

FF. Site Inspection

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

GG. Cal-OMS

Contractors that provide DMC-ODS services are required to comply with Cal-OMS treatment data submission requirements. Electronic submission of Cal-OMS-Tx data shall be submitted by Contractor within 45 days from the end of the last day of the report month. Contractor shall comply with data collection and reporting requirements established by the DHCS Cal-OMS-Tx Data Collection Guide (Document 3J) and all former Department of Alcohol and Drug Programs Bulletins and DHCS Information Notices relevant to Cal-OMS-Tx data collection and reporting requirements. Contractor shall submit Cal-OMS-Tx admission, discharge, annual update, resubmissions of records containing errors or in need of correction, and "provider no activity" report records in an electronic format approved by DHCS. Contractor shall comply with the Cal-OMS-Tx Data Compliance Standards established by DHCS for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method.

HH. Additional Contract Restrictions

1. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

Exhibit C
Pay Rates

Community Social Model Advocates, inclusive of all services and outlined in Exhibit A will be paid per bed utilized by MCBHRS clients. The county bed day rate is $139.26 per perinatal and non-perinatal client. MCBHRS day rate is defined as each day a client receives at least one residential recovery service as described in Exhibit A, “Scope of Work,”.

Contractor total amount not to exceed $375,000.

All rates are subject to an increase of 10% and become effective upon date of services.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/16/2024

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
Leap/Carpenter/Kemps Insurance Agency
3187 Collins Dr.
Merced CA 95348

CONTACT NAME: Dottie Flores
PHONE (A/C, No, Ext): 209-386-5076 **FAX (A/C, No):** 209-384-0401
E-MAIL ADDRESS: dottie.flores@onedigital.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nonprofit Ins Alliance of CA	10023
INSURER B : Lloyds of London	
INSURER C : Insurance Co. of the West	27847
INSURER D :	
INSURER E :	
INSURER F :	

INSURED COMMU-3
Community Social Model Advocates, Inc.
dba Rose Julia Riordan Tranquility Village
508 Mendocino Court
Atwater CA 95301

COVERAGES **CERTIFICATE NUMBER:** 997672405 **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: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	202410398	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	202410398	1/1/2024	1/1/2025	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 [X] RETENTION $ 0			202410398UMB	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WSA506594601	6/1/2023	6/1/2024	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
A B	Professional Liability Cyber Liability			202410398DONPO ESL0339664900	1/1/2024 6/2/2023	1/1/2025 6/2/2024	Limit Limit	1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The County of Mariposa, its officials, employees & volunteers are named as additional insured on a primary and non-contributory basis with respect to General Liability and Auto Liability per attached forms. Wavier of subrogation applies with respect to General Liability, Auto Liability and Workers Compensation per attached forms.

CERTIFICATE HOLDER

County of Mariposa
PO 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



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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-279

MEETING: July 2, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve an Agreement with County of Santa Cruz in the Amount of $71,500 for County-Based Medi-Cal Administrative Activities (CMAA)/Targeted Case Management (TCM); and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with County of Santa Cruz in the Amount of $71,500 for County-Based Medi-Cal Administrative Activities (CMAA)/Targeted Case Management (TCM); and Authorize the Board of Supervisors Chair to Sign the Agreement.

Health and Human Services desires to promote access to health services for residents, through the provision of County-Based Medi-Cal Administrative Activities (CMAA) and/or Targeted Case Management (TCM) and desires certain administrative services to be provided by the County of Santa Cruz

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is the first CMAA and TCM agreement between HHSA and County of Santa Cruz.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If not approved, HHSA may not be able to provide full services to clients.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. County of Santa Cruz 22-25 CMAA & TCM

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

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COUNTY-BASED MEDI-CAL
ADMINISTRATIVE ACTIVITIES (CMAA)
/ TARGETED CASE MANAGEMENT (TCM) AGREEMENT
Between the
COUNTY OF SANTA CRUZ
and
«LGA» HIS AGREEMENT is made and entered into by and between «COUNTY OF MARIPOSA »,

a political subdivision of the State of California, hereinafter referred to as "LOCAL GOVERNMENTAL AGENCY (COUNTY OF MARIPOSA)" and the COUNTY OF SANTA CRUZ, a political subdivision of the State of California, hereinafter referred to as "HOST ENTITY."

WITNESSETH:

WHEREAS, LGA desires to promote access to health services to residents, through the provision of County-Based Medi-Cal Administrative Activities (CMAA) and/or Targeted Case Management (TCM) and desires certain administrative services to be provided by HOST ENTITY; and

WHEREAS, LGA has executed separate agreements with the California Department of Health Care Services (DHCS) to promote access to health services to residents for County-Based Medi-Cal Administrative Activities and Targeted Case Management and agrees to pay a participation fee under the terms of those agreements; and

WHEREAS, HOST ENTITY was selected by CMAA/TCM LGA Consortium ("Consortium") to collect and disburse LGA participation fees; and

WHEREAS, the Santa Cruz County Board of Supervisors has authorized entering into this Agreement as HOST ENTITY; and

WHEREAS, the authorizing entity of LGA has authorized entering into this AGREEMENT;

NOW, THEREFORE, for in and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. HOST ENTITY, Responsibilities:

1.1. HOST ENTITY shall perform host entity duties for CMAA and/or TCM listed in attached Exhibits A and B for CMAA and/or TCM program(s).

1.2. HOST ENTITY is the "Host Entity" solely for the purpose of collecting and disbursing funds for the Consortium trust fund ("Trust Fund"), as described in the Consortium bylaws and terms of this AGREEMENT.

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1.3. HOST ENTITY shall comply with all applicable laws and regulations governing the Trust Fund and public funds, generally, in the collection and disbursement of funds for and from the Trust Fund pursuant to the terms of this AGREEMENT.
1.4. HOST ENTITY will receive a total annual compensation in the amount of Seventy-One Thousand, Five Hundred dollars ($71,500) for the performance of its HOST ENTITY services under Sections 1.1 thru 1.3 of this contract paid from the Trust Fund.

2. LGA Responsibilities:

2.1. LGA shall perform the LGA duties listed in the attached Exhibits A and B for CMAA and/or TCM program(s).

3. Disclaimers:

3.1. LGA is solely and exclusively responsible for the processing of its CMAA/TCM claims for reimbursement, including, but not necessarily limited to, compliance with all applicable federal and state laws and California Department of Health Care Services (DHCS) guidelines and procedures.
3.2. LGA is solely and exclusively responsible for the payment of its costs under the terms of this AGREEMENT as well as any and all its costs related to its participation in the CMAA and/or TCM program(s).
3.3. LGA is solely and exclusively responsible for all audit exceptions arising from its participation in the CMAA and/or TCM program(s).

4. Insurance and Indemnification:

4.1. Insurance:

Each of the parties agrees to maintain liability coverage for its negligent or intentionally wrongful acts and/or omissions arising from the performance of its duties under this Agreement.

4.2. Indemnification:

To the fullest extent permitted by law, the parties shall indemnify, defend, and hold each other, their officers, agents and employees harmless from any and all claims, losses, liabilities, damages, demands and actions (all collectively referred to as “liability” herein) arising from each parties’ respective performance of this Agreement, but only to the extent such liabilities are caused by or result from the negligent or intentionally wrongful act or omission of the indemnifying party, its officers, agents or employees.

5. Termination:

5.1. LGA may give written notice of its intent to terminate this AGREEMENT, and accordingly, relinquish its membership and rights to participate in the Consortium, at any time.

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5.2. The effective date of termination shall be concurrent with the payment of the LGA's final claim for reimbursement for the period of the contract.

5.3. Participation fees shall be calculated and payable to the Host Entity for any and all claims reimbursements received by LGA after LGA's notice of intent to terminate. LGAs failing to pay participation fees arising from reimbursements received after the termination date shall be in breach of this AGREEMENT.

6. Term:

This AGREEMENT shall be effective upon execution and for the period July 1, 2022 through June 30, 2025, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

The parties agree to comply with the terms and conditions of the exhibits below, which are integral parts of this agreement and are deemed incorporated by reference herein.

Exhibits:

Exhibit A - Scope of Work - Agreement Concerning County-Based Medi-Cal Administrative Activities / Targeted Case Management
Exhibit B - Payment and Fee Structure

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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"HOST ENTITY"
Duly Authorized

COUNTY OF SANTA CRUZ

DocuSigned by:
By Jessica Randolph
A2B41FF65D5549A...

Monica Morales, Director
Health Services Agency
1800 Green Hills Road, Suite 240
Scotts Valley, California 95066

Approved as to Form:
DocuSigned by:
John Nguyen 4/8/2022
1342C3A75E8491...
Office of the County Counsel Date

Approved as to Insurances:
DocuSigned by:
Enrique Saliagun 4/10/2022
F88BB4ED1F11445...
Risk Management Date

"LGA"
Duly Authorized

«COUNTY OF
MARIPOSA»

_____

By
«Miles Menetrey»
«Chair»
«Board of Supervisors»
«Mariposa, CA 95338»

LGA"
Duly Authorized
«COUNTY OF MARIPOSA»
COUNTERSIGNED:
(Government Code §25103)

By _____
«Danielle Bondshu»
«Clerk of the Board»

LGA"
Duly Authorized
«COUNTY OF MARIPOSA
APPROVED AS TO FORM:
»
By _____
«Steven W. Dahlem»
«County Counsel»

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DEFINITIONS

1. Local Government Agency (LGA) – A local public health office or county agency in a county or chartered city that oversees the County Based Medi-Cal Administrative Activities (CMAA) and Targeted Case Management (TCM) programs.

2. CMAA/TCM LGA Consortium ("Consortium") – A collaboration of LGA CMAA/TCM coordinators and/or designees who meet regularly and pursue the proper and efficient administration of the CMAA and TCM Programs.

3. Participation Fee ("Participation Fee") – Payment to the Consortium for the consortium's CMAA/TCM administrative costs and the program costs of the California Department of Health Care Services (DHCS).

4. Executive Committee (EC) – A team of elected LGA coordinator members of the Consortium who meet regularly and are responsible for the executive management of the Consortium. Duties include, but are not limited to, the review of fiscal revenue and expenditure reports; the approval of the annual budget; and the approval of payments by the Consortium.

5. Consortium Trust Fund ("Trust Fund") – Fund established and maintained by the HOST ENTITY, for the benefit of the respective LGA members of the Consortium, to hold and account for Participation Fees paid by the members to cover the administrative costs of the Consortium and the costs of DHCS.

6. Membership – All California county and/or chartered city CMAA/TCM coordinators or designees are eligible to join the Consortium and serve as their LGA representative. Membership is contingent on the annual payment of Participation Fees.

7. HOST ENTITY - The LGA designated by all LGAs participating in the CMAA/TCM programs, to be the administrative and fiscal intermediary between DHCS and all participating LGAs.

8. Termination – To discontinue or cancel an active membership, contract or agreement. Acceptable notice of intent to terminate an active membership must have an effective date that is concurrent with any final CMAA and/or TCM payments. All fees are due and payable during this time.

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EXHIBIT A: Scope of Work – Agreement Concerning County-Based Medi-Cal Administrative Activities / Targeted Case Management

HOST ENTITY shall:

1. Prepare and transmit Host Entity/Local Government (LGA) AGREEMENT and Participation Fee ("Participation Fee") invoice to the LGA pursuant to Exhibit B.
2. Maintain an interest-bearing trust fund solely for the accounting for County Based Administrative Activities (CMAA)/Targeted Case Management (TCM) LGA Consortium ("Consortium") participation fees as required by the Consortium bylaws.
3. Enter into a separate agreement with the California Department of Health Care Services (DHCS) to coordinate administration of the CMAA/TCM programs on behalf of the LGAs.
4. Pay the DHCS CMAA/TCM administrative costs pursuant to the agreement between DHCS and HOST ENTITY and as agreed to by the Consortium, each fiscal year, within sixty (60) days of receipt of invoice with documented costs from DHCS.
5. Pay the LGA consultant(s) costs pursuant to the contract(s) between LGA consultant(s) and HOST ENTITY and as agreed to by the Consortium, each fiscal year, within twenty-one (21) days of Executive Committee approval of invoices submitted by the LGA consultant(s). The approved invoices for consultant(s) costs pursuant to the contract(s) are paid through the Host Entity trust fund.
6. Manage and oversee all contracts on behalf of the Consortium.
7. Provide to Executive Committee of the Consortium, for review, quarterly revenue and expenditure reports.
8. Provide to Executive Committee of the Consortium, for approval, an annual budget.
9. Pay all expenses incurred as HOST ENTITY, including costs related to coordinating the Annual Medical Administrative Activities (MAA) Conference hosted by the Consortium.
10. Carry out other duties and responsibilities as defined and delineated in the Consortium by-laws.

LGA shall:

1. Pay Participation Fee to HOST ENTITY within thirty (30) days from receipt of invoice.
2. Have sole and exclusive responsibility for the processing of all CMAA\TCM claims for reimbursement of the LGA as well as any audit exceptions arising from those claims for reimbursement.
3. Carry out the duties and responsibilities of membership as defined and delineated in the Consortium by-laws.

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EXHIBIT B: Payment and Fee Structure

1. Initial or Reinstate Membership Fee: The LGA shall pay a one-time $500 fee to initially join or reinstate membership into the County Based Medi-Cal Administrative Activities (CMAA)/Targeted Case Management (TCM) Consortium ("Consortium"). This initial membership fee will only cover Consortium expenses. Any LGA requesting reinstatement that left the Consortium in bad standing will be required to pay the balance of its outstanding participation fees plus interest plus penalties as determined by the Host Entity.

2. Annual Participation Fee:

    a. The LGA shall be assessed an annual participation fee calculated as the LGA's proportionate share of the LGA Consortium's approved current fiscal year budget.
    b. The LGA's proportionate share percentage shall be calculated as the actual MAA and TCM revenue received from DHCS by the LGA during the prior fiscal year divided by the total MAA and TCM revenue received from DHCS by all LGAs for that same period.
    c. The LGA's proportionate share of the LGA Consortium's approved current fiscal year budget shall be calculated by multiplying the proportionate share percentage by the LGA Consortium's total budgeted expenditures for the MAA and TCM programs for the current fiscal year.

DocuSign

Certificate Of Completion

Envelope Id: ADA8AB70ECD7487AB7B317E67A3155A6
Status: Completed
Subject: Contract 23R0238 (12441) 4/26/22 BOS
Source Envelope:
Document Pages: 7
Signatures: 3
Envelope Originator:
Certificate Pages: 5
Initials: 0
Mary Chavez
AutoNav: Enabled
Stamps: 1
701 Ocean Street
EnvelopeId Stamping: Enabled
Santa Cruz, CA 95060
Time Zone: (UTC-08:00) Pacific Time (US & Canada)
Mary.Chavez@santacruzcounty.us
IP Address: 107.3.171.147

Record Tracking

Status: Original
4/8/2022 2:58:49 PM
Holder: Mary Chavez
Mary.Chavez@santacruzcounty.us
Location: DocuSign
Security Appliance Status: Connected
Pool: FedRamp
Storage Appliance Status: Connected
Pool: County of Santa Cruz
Location: DocuSign

Signer Events	Signature	Timestamp
John Nguyen John.Nguyen@santacruzcounty.us Security Level: Email, Account Authentication (None)	DocuSigned by: John Nguyen 13427C3A75E8491... Signature Adoption: Pre-selected Style Signed by link sent to John.Nguyen@santacruzcounty.us Using IP Address: 63.194.190.100	Sent: 4/8/2022 3:00:31 PM Viewed: 4/8/2022 3:56:26 PM Signed: 4/8/2022 4:03:31 PM
Electronic Record and Signature Disclosure: Accepted: 4/8/2022 3:56:26 PM ID: 89022582-a883-4623-9092-d3c66c6467f3		
Enrique Sahagun Enrique.Sahagun@santacruzcounty.us Risk Manager County of Santa Cruz Security Level: Email, Account Authentication (None)	DocuSigned by: Enrique Sahagun F88BB4ED1F11445... Signature Adoption: Pre-selected Style Signed by link sent to Enrique.Sahagun@santacruzcounty.us Using IP Address: 63.194.190.100	Sent: 4/8/2022 4:03:33 PM Viewed: 4/10/2022 12:44:17 PM Signed: 4/10/2022 12:45:18 PM
Electronic Record and Signature Disclosure: Accepted: 2/28/2022 5:38:23 PM ID: 53dded50-e6e0-41af-93b9-11ee12d5835c		
CBD eSignature CBD.eSignature@santacruzcounty.us County of Santa Cruz Security Level: Email, Account Authentication (None)	Signed Using IP Address: 63.194.190.100	Sent: 4/10/2022 12:45:19 PM Viewed: 4/26/2022 2:56:37 PM Signed: 4/26/2022 2:57:13 PM Freeform Signing
Electronic Record and Signature Disclosure: Accepted: 3/1/2022 5:29:04 PM ID: c4e5a2a3-4d71-4795-ac63-16aaad036e28		

Signer Events	Signature	Timestamp
Jessica Randolph jessica.randolph@santacruzcounty.us Director of Admin Services County of Santa Cruz Security Level: Email, Account Authentication (None)	DocuSigned by:  A2B41FF65D5549A... Signature Adoption: Pre-selected Style Signed by link sent to jessica.randolph@santacruzcounty.us Using IP Address: 71.93.37.150	Sent: 4/26/2022 2:57:15 PM Viewed: 4/26/2022 3:05:25 PM Signed: 4/26/2022 3:05:31 PM

Electronic Record and Signature Disclosure:
Accepted: 2/28/2022 8:46:59 PM
ID: 957179c9-b101-4630-bd39-2d1a034a766f

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
Nikki Yates Nikki.Yates@santacruzcounty.us County of Santa Cruz Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/2/2022 4:00:48 PM ID: fd2061df-9203-4a6d-b61c-0cb696122ca7	COPIED	Sent: 4/26/2022 3:05:32 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/8/2022 3:00:31 PM
Certified Delivered	Security Checked	4/26/2022 3:05:25 PM
Signing Complete	Security Checked	4/26/2022 3:05:31 PM
Completed	Security Checked	4/26/2022 3:05:32 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-280

MEETING: July 2, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency Environmental Health Division for the Local Assistance Grant Program SB 1383 ($75,000) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency Environmental Health Division for the Local Assistance Grant Program SB 1383 ($75,000) (4/5ths Vote Required).

On March 19, 2024 The Mariposa County Board of Supervisors approved Resolution #2024-116 Authorizing the Director of Public Works to submit various Grant Applications to the Department of Resources Recycling and Recovery (CalRecycle) and Authorized the Director of Public Works to Execute all Documents Necessary to Secure and Implement the Grants(Subject to Approval as to Legal Form by County Counsel).

As part of this grant, to advance compliance with CalRecycle, Mariposa County will identify and contact tier 1 and tier 2 food generators in the county. A system will be put in place to track, inspect, and monitor tier 1 and tier 2 food generators for commercial edible food generator compliance.

The Department of Public Works and the Health and Human Services are working collaboratively regarding the SB 1383 Local Assistance Grant in the amount of $75,000 with the goal of reducing food waste in the local landfill by increasing food recovery with local partners for edible food recovery services within the community. This grant will provide education and outreach through the Health and Human Services Public Health Education Division as well as providing refrigerators and freezers to our community partners to assist with food preservation and assist in the goal of a reduction of food waste at the landfill.

This Budget Action will establish $75,000 in Revenue and $75,000 in Expenses within the Health and Human Services Environmental Health FY 24/25 Budget.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Resolution #2024-116 was approved on March 19, 2024. This Budget Action will allocate Revenue and Expenses within the Health and Human Services Environmental Health Local Assistance Grant fund for

FY 24/25.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the Budget Action and Mariposa County Health and Human Services Agency will not be able to utilize this funding source.

FINANCIAL IMPACT

There is no impact to the general fund. Revenue and corresponding appropriations are included in Budget Action 3645-457.

ATTACHMENTS

1. Local Assistance Grant SB 1383 Budget Action

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3645	457	45063	Local Assistance Grant/State Revenue		(75,000)	
3645	457	51111	Salaries		25,247	
3645	457	52101	Retirement-Employer		4,551	
3645	457	52201	Medical Insurance		5,310	
3645	457	52202	Dental Insurance		363	
3645	457	52203	Vision Insurance		116	
3645	457	52205	Life Insurance		56	
3645	457	52208	Medical Insurance Admin Fee		54	
3645	457	52301	Social Security		2,688	
3645	457	52302	Medicare		920	
3645	457	52303	SDI		695	
3645	457	60421	Equipment		29,000	
3645	457	60508	Community Education		6,000	
				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 Kim Kelley 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

RESOLUTION - ACTION REQUESTED 2024-281

MEETING:	July 2, 2024
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve an Agreement with Mountain Mental Health in the Amount of $600,000 for Counseling; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Mountain Mental Health in the Amount of $600,000 for Counseling; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Mountain Mental Health is a Medi-Cal certified provider and may provide counseling services to clients that have Medicare, Medi-Cal, and/or private insurance.

Medi-Cal clients referred to this contractor may be seen as long as necessary for the purpose of stabilization. Clients seen over a period of time must continue to meet medical necessity as evidenced by a yearly treatment plan update. All records for these referred clients must be kept in the Mariposa County Behavioral Health Electronic Health Record (EHR) system. Case documentation that meets professional standards must be kept in the county EHR system, including acceptable updated assessments, treatment plans and progress notes. Documentation will be monitored by the Behavioral Health Utilization Review Committee. All independent contractors will work under the guidelines established by the Mental Health Services Contract currently in effect between the Health and Human Services Agency and the State Department of Health Care Services (DHCS) as outlined in Exhibit A of the contract.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the most recent agreement on August 1, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the contract is not approved, we may have longer wait times for clients to be served.

FINANCIAL IMPACT

There is no impact on the County General Fund.

ATTACHMENTS

1. **Mountain Mental Health 2025 (V3)-COB**

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

AGREEMENT FOR SPECIALITY MENTAL HEALTH 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 Mountain Mental Health 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 three (3) years, commencing on July 1, 2024, through and including June 30, 2027.

2. SERVICES

Contractor shall perform counseling services as described in Exhibit A, "Scope of Work," Exhibit B, "Deficit Reduction Act-Obligations of Duty" which are attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

The maximum compensation payable to Contractor under this Agreement will not exceed $200,000 annually and $600,000 for the entirety of the three-year contract. Contractor shall be compensated for services performed at an hourly rate as set forth in in Exhibit C, "Payment Terms and Conditions," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days 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.

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.

(7) 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.

(8) 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:
Mountain Mental Health
5320 Highway 49 N. Suite 4
Mariposa, CA 95338

COUNTY:
County of Mariposa
5362 Lemee Lane
P.O. Box 99
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 C.

B. Either party may terminate this Agreement for convenience upon thirty (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 C.

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	Carol Windsor, Owner Mountain Mental Health
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
SCOPE OF WORK

I. Contact Person & Information:

Carol Windsor
Mountain Mental Health
5320 Highway 49 N. Suite 4
Mariposa, CA 95338
559-267-3552

II. Program Description:

A. Contractors must provide "covered" services to Medi-Cal clients that are listed under the Specialty Mental Health Services of the Mental Health Plan. Authorized services include:
   1. Initial and annual updated assessments;
   2. Individual Therapy;
   3. Group Therapy;
   4. Family Therapy;
   5. Plan Development;
   6. Case Management;
   7. Crisis Intervention;
   8. Rehabilitation;
   9. Intensive Care Coordination;
   10. Intensive Home-Based Services.

B. All clients must meet target population criteria as outlined in the Bronzan-McCorquodale Act. Target population are those who meet Medical Necessity Criteria for Specialty Mental Health Services.
   1. Seriously emotionally disturbed children or adolescents – minors under the age of 18 years who have a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM), other than a primary substance use disorder or developmental disorder, which results in behavior inappropriate to the child's age according to expected developmental norms. Members of this target population shall meet one or more of the following criteria:
      a.) As a result of the mental disorder, the child has substantial impairments in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the community and either of the following:
         (i) The child is at risk or removal from home or has already been removed from the home.
         (ii) The mental disorder and impairments have been present for more than six months or are likely to continue for more than one year without treatment.
      b.) The child displays one of the following: psychotic features, risk of suicide or risk of violence due to a mental disorder.

c.) The child has been assessed and determined to have an emotional disturbance.

2. Seriously mentally ill adults – a mental disorder that is severe in degree and persistent in duration, which may cause behavioral functioning which interferes substantially with the primary activities of daily living, and which may result in an inability to maintain stable adjustment and independent functioning without treatment, support, and rehabilitation for a long or indefinite period. Serious mental disorders include, but are not limited to, schizophrenia, bipolar disorder, post-traumatic-stress disorder, as well as major affective disorders or other severely disabling mental illnesses. Members of this target population shall meet all the following requirements:
    a.) The person has a mental disorder as identified in the most recent DSM, other than a substance use disorder or developmental disorder or acquired traumatic brain injury, unless that person also has a serious mental illness.
    b.) As a result of the mental disorder, the person has substantial functional impairments or symptoms, or psychiatric history demonstrating that without treatment there is an imminent risk of decompensation to having a substantial impairment or symptoms.
    c.) As a result of a mental functional impairment and circumstances, the person is likely to become so disables as to require public assistance, services, or entitlements.

C. All services are to be provided within Mariposa County, unless otherwise preauthorized by Mariposa County Behavioral Health and Recovery Services (MCBHRS).

D. Contractors must adhere to all Current Procedural Terminology (CPT) coding requirements as outlined in the MCBHRS Documentation Manual.
    1. CPT codes are used by healthcare professionals for coding medical services and procedures.

III. Hours of Operation:

A. Contractor agrees to offer equal availability and accessibility of services to both commercial enrollees and Medi-Cal enrollees. Contractor shall offer hours of operation for Medi-Cal enrollees that are no less than hours of operation offered to commercial enrollees.

B. Clients who are in need of crisis evaluations are to be referred to daytime or night-time MCBHRS crisis workers, unless the crisis can be handled by the contractor in the office. 5150 holds on clients cannot be completed by contractor. For all crisis evaluations MCBHRS crisis worker and/or Sheriff Department must be notified. The crisis line numbers for MCBHRS are (209) 966-7000 or (800) 549-6741. All clients are to be seen in a location that is appropriate for therapy and convenient to the client. Services are primarily to be provided in the office, home or via telehealth. If a client has a circumstance that is most appropriate to be seen outside of Mariposa County, approval must be obtained prior to service delivery.

C. The contractor agrees to notify MCBHRS by calling the Quality Assurance Supervisor and notifying him/her of the temporary inability to accept new Medi-Cal clients. This suspension of referrals will exist until contractor notifies MCBHRS that

new referrals can be accepted. If a contractor does not accept new referrals for a period of six-months the contract will be reviewed and, at the discretion of MCBHRS, the contract may be terminated, unless it can be shown that extenuating circumstances exist requiring the contractor to stop taking referrals.

IV. Service Description:

A. Recovery Model/Evidence Based Practices:

1. Contractor shall provide Recovery Model, client centered and culturally competent services that support achieving their identified goals, which focuses primarily on symptom reduction.

B. Referral Protocol:

1. MCBHRS will use the Mariposa County Bi-Directional Referral process.
2. MCBHRS will contact the contractor once California Medi-Cal has been confirmed.
3. Within five (5) calendar days of the initial contact from MCHBRS, the Contractor must have made three (3) attempts at contacting the client and documenting the attempts, with communication notes, in the electronic health record system.
    a.) If contact between the client and the contractor cannot be made within the 5 calendar days.
    b.) If contact between the client is made with the contractor, the contractor is required to contact the county within one (1) business day stating the date of the appointment.
4. MCBHRS will monitor the percentage of Bi-Directionals that are sent back to County. If the Contractor hits 25% of the Bi-Directionals sent back to the County, MCBHRS will re-evaluate the contract provider's effectiveness.

C. Service Delivery:

1. CONTRACTOR agrees to provide services to clients in accordance with legal and ethical standards as prescribed by all professional, federal, state, and/or local regulatory and statutory requirements.
2. Services will be provided by telehealth or in person weekly, however, no less frequent than 1x per month, or services may be provided more often if clinically indicated.
3. Duration of encounters are to include only face to-face direct client service time. Travel time and documentation time are no longer billable and must not be included in the encounter duration but should be documented within the note.
4. Duplicate services provided to the same client on the same day must be pre-approved by Quality Assurance.
5. If the contractor is unable to get hold of a client, at least three attempts must be made and documented in the EHR as a communication note. If contractor is unable to contact and schedule the client within 30 days of the last provided service, a "Request to send NOABD 5" to-do must be sent to Medical Records to begin the discharge process.
6. All services provided must be in accordance with the documentation and service delivery outlined in the MCBHRS Documentation Manual.

7. Any chart found to be out of compliance with the MCBHRS Documentation Manual is subject to a corrective action plan. Any documentation that is considered fraud, waste or abuse is subject to recoupment.
8. Contractor shall ensure all services shall be delivered in a manner that respects the client's gender, language, ethnicity, spiritual beliefs, sexual orientation, and physical abilities. Contractor shall assure all clinical staff abides by the National Standards for Culture and Linguistic Appropriate Services.
9. Contractor shall assure Limited English Proficient (LEP) individuals have free language assistance services and be informed how to access such services.

V. Provision of Services:

A. Mental Health Assessments:

1. Contractor may complete initial assessments.
    a.) If the client does not meet medical necessity, then the contractor will refer the client to their managed care plan through the completion of the Transition of Care Tool as well as the "Request to send NOABD 3" to-do template and submit to Medical Records. Medical Records staff will provide the client with a Notice of Adverse Benefit Determination (NOABD) and close the client 10 days later.
2. Assessment documentation must meet all Medi-Cal required elements in coordination with the MCBHRS Documentation Manual.
3. Assessments must be completed and finalized within 30 days.
4. Assessments must be signed and dated when completed by the provider and signed by a co-signer if applicable.
5. Diagnosis from the most current DSM must be documented in the mental health assessment.
6. All youth clients, ages six to twenty, need to have a Child Adolescent Needs and Strengths (CANS) and a Pediatric Symptom Checklist (PSC-35), ages 4 to 17 years old, evaluation completed during the mental health assessment, quarterly, and upon discharge.
7. Additional assessment tools should be completed when applicable and include the Patient Health Questionnaire (PHQ-9) to assess depression and the (GAD-7) to assess anxiety.
8. All clients must be reassessed in accordance with the MCBHRS Documentation Manual.
    a.) when clinically appropriate and/or
    b.) at any point in treatment if the client needs or functioning level changes.

B. Problem List

1. Contractor will maintain the problem list, in accordance with the MCBHRS Documentation Manual.
2. Contractor will review the problem list at every encounter and update as needed throughout treatment.

C. Treatment Plans:

1. Contractors must complete an "Initial Plan Development" encounter within 60 days of the initial assessment appointment for every new client.
2. Problem lists have replaced the requirement for treatment plans in most scenarios except the following:

a.) Short-Term Residential Therapeutic Programs (STRTP's),
b.) Case Management,
c.) Intensive Care Coordination (ICC),
d.) Intensive Home-Based Services (IHBS),
e.) Therapeutic Behavioral Services (TBS),
f.) Therapeutic Foster Care (TFC).
g.) Full-Service Partnership (FSP)

3. When the clinician of record identifies the need for one of the services listed above, a treatment plan will need to be created prior to services being provided.
4. A treatment plan is not considered complete unless signed by the provider and the client or authorized representative.
    a.) There must be documentation of the client's participation in and agreement with the plan. The client's signature and documentation that the client was offered a copy of the plan are required elements in treatment plan documentation.
5. All clients receiving STPTP, case management, ICC, IHBS, TBS, TFC, and FSP must have a treatment plan prior to services being provided.
6. All the above-mentioned services provided must be indicated on the treatment plan to be a billable service.
7. Contractor will be responsible for ensuring all services on the treatment plan are occurring at the frequency indicated on the treatment plan.
8. Treatment plans must be documented in accordance with the MCBHRS Documentation Manual.

D. **Ongoing Documentation Requirements**:
    1. Notes shall be documented within 72 hours of the provided service.
        a.) Entries made after 72 hours of provided service must be labeled as a "Late Entry".
        b.) "Late Entry" notes **must** contain a brief description of why the note is late and must be co-signed by a supervisor.
    2. If at any point, a client no longer meets medical necessity, contractor will proceed with discharging the client as outlined below and in accordance with the MCBHRS Documentation Manual.
    3. All encounter notes must contain the required documentation as outlined in the MCBHRS Documentation Manual and each note must describe how and why the service was medically necessary.

E. **Discharges/NOABD's:**
    1. Contractor will complete a "Request to send NOABD 5" to-do template to Medical Records staff in accordance with the MCBHRS Documentation Manual.
    2. NOABD's will be utilized in accordance with the Notice of Adverse Benefit Determination P&P.
    3. Discharges are not claimable to Medi-Cal.

F. All records for clients must be kept with the Electronic Health Record (EHR) system. The client's chart must reflect documentation in accordance with the most recent

version of the MCBHRS Documentation Manual. This will be monitored by the QA Unit.

G. Any chart found to be out of compliance with the provision of services listed above is subject to a corrective action plan.

VI. Staff Qualifications & Clinical Supervisions:

A. Staff Qualifications are dictated by the following standards and scope of practice as defined by the California Code of Regulations, Title 9 and by MCBHRS. Information provided in this Exhibit is provided as a reference only and is not intended to set forth all the definitions and requirements in the California Code of Regulations, Title 9. Contractor shall adhere to applicable laws, regulations, and policies and procedures governing the delivery of services under this Agreement.

B. **LPHA**[1]**:** A "Licensed Practitioner of the Healing Arts" possesses a valid California clinical licensure in one of the following professional categories:
   1. Licensed Professional Clinical Counselor[2]
   2. Licensed Clinical Social Worker[3]
   3. Licensed Marriage and Family Therapist[4]

C. **LPHA** Approved Activities:
   1. Can function as a "Head of Service" on agency application.
   2. Can authorize services as directed by MCBHRS.
   3. Can conduct comprehensive assessments and provide a diagnosis without co-signature (except for RN staff, as providing a mental health diagnosis is out of their scope of practice unless extended through a standardized procedure).
   4. Can co-sign the work of other staff members within their scope of practice.
   5. Can claim for all services categories within their scope of practice (example, a psychiatrist and registered nurse can claim for Medication Support Services, however, psychologist, LCSWs and MFTs cannot)

D. Registered Psychologist or Psychological Assistants, Registered Associate Marriage Family Therapist, Interns and Associate Social Workers may perform the following activities under the supervision of a licensed professional within their scope of practice:
   1. Cannot function as the Head of Service unless they meet qualifications dictated by the California Code of Regulations.[5]
   2. Can authorize services as directed by MCBHRS.
   3. All assessments and diagnosis must have a co-signature by a LPHA.
   4. Can claim for all Mental Health Services and Targeted Case Management within their scope of practice.

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[1] CCR, Title 9, Chapter 11, Section 1830.215 and Section J (4e) Non-Hospital Chart Review-EPSDT Reviews FY 06-07

[2] Welfare & Institution Code 5600(a), Business and Professional Code 2902 , CCR, Title 9, Chapter 11, Section 624 and CCR, Title 9, Chapter 3.5 Section 782.4

[3] Welfare & Institution Code 5600(a), Business and Professional Code 4996, CCR, Title 9, Chapter 11, Section 625 and CCR, Title 9, Chapter 3.5 Section 782.48

[4] Welfare & Institution Code 5600(a), Business and Professional Code 4980, CCR, Title 9, Chapter 11, Section 626 and CCR, Title 9, Chapter 3.5 Section 782.32

[5] CCR, Title 9, Chapter 3, Section 620(f) and Section 622

5. Cannot hold themselves out as independent practitioners and claim as an Enrolled Network Provider.[6]

E. Contractor shall utilize staff that are licensed or registered with the BBS.
   1. Contractor shall provide MCBHRS with the NPI numbers and license numbers for all providers.
   2. Contractor shall provide a copy of all applicable CEU's within 30 days of acquisition.
   3. Student interns employed by contract can only provide services consistent with the "other qualified provider" as outlined in the MCBHRS Documentation Manual.
   4. All services provided by a Student Intern must have a Licensed Practitioner of the Healing Arts (LPHA) co-signature. Any services that are not cosigned are eligible for recoupment in an audit.
      a.) Student interns employed by contract can only provide services consistent with the "other qualified provider" as outlined in the MCBHRS Documentation Manual.

F. Contractor is authorized to utilize Rehabilitation Specialists who meet the qualifications outlined in Title 9, Section 630.

G. The contractor is responsible for clinical supervision of providers.

H. All contractor employees providing services or supervising services will have and maintain all necessary licenses, permits and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules and regulations.
   1. All owners/supervisors/managers must submit a Medi-Cal disclosure statement of direct or indirect ownership, interest, control, and relationship information for persons who have an ownership or a controlling interest of the Contractor.
      a.) These must be submitted to the County annually and updated within 35 days after any changes in ownership occur.

I. No "sanctioned employees" (individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Care Services, or any list published by the Federal Office of Inspector General regarding the sanctioning, suspension or exclusion of individuals or entities from the federal Medicare and Medicaid programs) shall be employed in any capacity.

J. All staff shall provide proof of appropriate license and/or board certification as required for type of provider, evidence of graduation, proof of medical residency (if applicable), and evidence of continuing education as required by provider type.

K. Contractors are required to check the following databases for current licensure and exclusions of staff monthly or provide Quality Assurance with applicable provider information for county to check. If any provider is found to be excluded, contractor will notify Quality Assurance Supervisor.
   1. Contract doing provider checks, must check the following databases:
      a.) https://exclusions.oig.hhs.gov
      b.) b. https://oig.hhs.gov/exclusions/waivers.asp
      c.) c. https://files.medi-cal.ca.gov

[6] Business and Professions Code Section 4996.14 and 4996.18(d)

d.) d. https://bbs.ca.gov
e.) e. https://ccapp.us (SUD staff only)
f.) f. https://nppes.cms.hhs.gov/nppesregistry/npiregistryhome.do
g.) g. https://dmf.ntis.gov/

2. County doing provider checks, contractor must submit the following information for each provider:
    a.) Full Name
    b.) National Provider Index (NPI) Number
    c.) License Number (as applicable)
    d.) Social Security Number
    e.) Date of Birth

VII. Provision of Informing Material:

A. The following information must be posted in the lobby of all contract providers:
    1. Client Problem Resolution Process
    2. Grievance/Appeal forms with self-address envelopes
    3. MCBHRS Brochure
    4. Advance Directive Brochure
    5. Notice of Privacy Practices (NPP)
    6. Beneficiary Handbook
    7. Client's Rights Poster
    8. Equal Opportunity
    9. Notice to clients that there is assistance to complete forms (as needed)
    10. Language assistance is free of charge.
    11. Non-discrimination notice in English
    12. Early Periodic Screening Diagnosis and Treatment/Therapeutic Behavioral Services (EPSDT/TBS)
    13. Change of Provider Form
    14. Second Opinion Request

B. The following information must be documented as being offered to the Medi-Cal beneficiary upon entering services and upon request:
    1. Demographic Information
    2. Client's Rights and Privileges of Confidentiality
    3. Client Problem Resolution Process
    4. MCBHRS Mental Health Provider Directory for Specialty Mental Health Services
    5. Advanced Directive Notices Information (Adults Only)
    6. Notice to Medi-Cal Beneficiaries
    7. Acknowledgement of Receipt of the NPP.
    8. Payment Policy
    9. Beneficiary Handbook (in English and Large Print) (The website allows computers with screen reader or text-to-speech software to read the materials to sight-impaired people).

C. The following information must be documented as being offered to the Medi-Cal beneficiary at least annually:
    1. Notice of Privacy Practices (NPP)

2. Beneficiary Handbook

D. The above information also must be available in easily accessible locations at all provider sites, so that the beneficiary does not have to ask anyone to get them.

VIII. Mandatory Meetings and Training:

A. Contractor will attend monthly meetings with MCBHRS, and any additional trainings and meetings deemed necessary by MCBHRS.

B. Contractor agrees to complete annual HIPAA and Federal Tax Intercept training and comply with the mandates set forth.

C. Contractor will receive annual compliance and MCBHRS Documentation Manual training.

D. Contractor shall ensure staff be required to attend a minimum of one MCBHRS cultural competency training each year or provide documentation of attendance to a cultural competence training of like nature each year.

E. Contractor shall not be compensated for training hours and will not be charged for attendance to county hosted mandatory trainings.

F. **CANS-50:** If contractor is accepting clients under the age of 20, a current CANS-50 certificate must be on file for each provider.

1. CANS training is reimbursable for training time and certification costs. Contractor will invoice this training separate of service invoices.

IX. Quality Assurance:

A. All Medi-Cal Contractors are to conduct internal Medi-Cal Quality Assurance and compliance reviews.

B. CONTRACTOR will adhere to the following requirements around internal quality assurance and compliance reviews:

1. Maintain triennial site certification through MCBHRS.
2. Abide by all federal, state, and local laws and regulations. Contractor agrees to provide services to clients in accordance with legal and ethical standards as prescribed by all relevant professional, federal, state and/or local regulatory and statutory requirements.
3. Audit for compliance with requirements outlined in Exhibits A, B, C,
4. Use MCBHRS chart audit tool within the EHR.
5. Conduct Chart audits on a monthly basis.

C. MCBHRS Quality Assurance staff will review the Contractor Medi-Cal compliance review process, tools and results when conducting MCBHRS Medi-Cal compliance or other reviews.

D. The MCBHRS Compliance Committee has the responsibility of assuring that high quality services are provided to the beneficiaries in a safe, clean, cost effective and efficient manner (See MCBHRS Compliance Plan).

1. Contractor agrees to ensure:
    a.) Facility and services are accessible;
    b.) Facility is clean, sanitary, and in good repair;
    c.) Fire clearance updated on annually;
    d.) Services are meaningful and beneficial to the client;
    e.) Services are culturally and linguistically competent;
    f.) Contractor uses Interpreter Line when a client does not speak English and has need for another language;

g.) Services produce highly desirable results through the efficient use of resources;
h.) Services meet requirements for medical necessity;
i.) All PHI is properly stored and secured.

E. Contractor shall abide by the complete MCBHRS Compliance Plan that is designed to support and maintain a culture that promotes high standards of prevention, and the detection and resolution of conduct or procedures that do not adhere to local, state, and federal laws and regulations or to MCBHRS standards and policies. The Compliance Program is comprised of the documents in the Compliance Plan and MCBHRS Compliance Policies.
    1. If MCBHRS Deputy Director of Behavioral Health or Quality Assurance makes a finding that a Contractor may be deficient in rendering or managing care, or if other problem areas are discovered, procedures will be followed as outlined in the compliance plan. If these deficiencies or problem areas are verified, a plan of correction may be applied.
    2. County will suspend payments to Contractor if there are any credible allegations of fraud. 42 C.F.R. § 438.608(a)(8).
F. Contractor shall abide by the MCBHRS Policy and Procedure for Grievances and Appeals
    1. All grievances and appeals are to be called in to the QA Unit and forwarded immediately to MCBHRS. This is to be made clear to all clients through posting the Grievance and Appeal process in lobbies, providing access to forms and explanations in lobbies, having information in the Consumer Handbook, the beneficiary handbook, and a handout in the client packet (See Grievances and Appeals P&P).
G. The Compliance Officer will monitor beneficiaries' satisfaction with services they are receiving from Contractor. MCBHRS quality assurance staff will evaluate contract performance based on agreed upon measurable objectives as determined by client and clinician in the annual treatment plan.
H. Contractor shall abide by the complete Federal False Claims Act (31 U.S.C. sections 3729-3733) (**See Exhibit B**.)
I. Contractor shall abide by the complete MCBHRS Documentation Manual. The manual serves to ensure providers within MCBHRS meet regulatory and compliance standards of competency, accuracy, and integrity in the provision and documentation of their services.
J. All services will be documented using Medi-Cal and Medicare documentation rules, regardless of the funding source being billed and in accordance with the MCBHRS Documentation Manual.
K. Contractor not in compliance with MCBHRS Documentation Manual will have to provide a corrective action plan (CAP) and documentation found to be fraud, waste or abuse will be subject to payment recoupment, payment denial and/or termination of contract.
L. The Contractor agrees to notify MCBHRS at least four weeks prior to terminating services and to provide a minimum of fifteen days written notice to affected clients.
M. In the event that the contractor requires additional documentation training the Quality Assurance unit may provide this service at a rate of $80.00 per hour. This service

would include, but not be limited to, documentation support and training, chart auditing, specific coaching, and service corrections.

N. **Health Insurance Portability and Accountability Act of 1996 (HIPAA):**
    1. Contractor agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity CONTRACTOR performs on behalf of HHSA, to the extent HHSA would be required to comply with such requirements.
    2. Contractor shall ensure that all PHI (verbal, written or electronic) will be secured and protected.
    3. Contractor shall assure that Contractor, administrators, licensed employees, and case management staff take HIPAA training from HHSA prior to seeing clients.
    4. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA. Additionally, Contractor agrees to notify HHSA of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.
    5. Contractor shall abide by all HHSA Policies and Procedures and the Compliance Plan.
    6. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA.
    7. Contractor agrees to notify HHSA immediately of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.
    8. All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.

O. **HHSA Code of Conduct:**
    1. Contractor agrees to review, sign, and comply with MCBHRS Code of Conduct.

P. **HHSA Confidentiality Employee Statement:**
    1. Contractor agrees to review, sign, and comply with the MCBHRS Confidentiality Employee Statement.

Q. **Electronic Signature Policy:**
    1. Contractor agrees to review and comply with the Electronic Signature Policy.

R. **Client Surveys:**
    1. Contractor agrees to administer client satisfaction Performance Outcomes Quality Improvement surveys (CPS), CONTRACTOR will be advised of survey period in advance.

X. <u>Security Requirements:</u>

A. **Information Technology Infrastructure:**

1. Contractor will be proficient in MCBHRS electronic health record (EHR) system. Contractor is responsible for staff training in the use of EHR. Contractor shall maintain technology infrastructure to support effective use of the EHR. Contractor shall maintain a secure network for access.

B. The following is a general outline of the Security and Information Technology Requirements.
    1. Contractor shall submit all paper records to MCBHRS.
    2. Contractor shall assure that Contractor, administrators, licensed employees, and case management staff take HIPAA training from HHSA prior to seeing clients.
    3. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA. Additionally, Contractor agrees to notify HHSA immediately of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.
    4. All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.

Exhibit B
DEFICIT REDUCTION ACT – OBLIGATIONS OF COUNTY

In accordance with Section 1902(a) of the Social Security Act, the County provides the following detailed information about the Federal False Claims Act and the California False Claims Act.

THE FEDERAL FALSE CLAIMS ACT

The Federal False Claims Act ("FCA") helps the federal government combat fraud and recover losses resulting from fraud in federal programs, purchases, or contracts. 31 U.S.C. §§ 3729-3733.

I. Actions that violate the FCA include:

A. Knowingly submitting (or causing to be submitted) a false claim to the Government or the Armed Forces of the United States (the "Armed Forces") for payment or approval;
B. Knowingly making or using (or causing to be made or used) a false record or statement to get a false claim paid or approved by the Government;
C. Conspiring to get a false claim allowed or paid by the Government;
D. Delivering (or causing to be delivered) less property than the amount of the receipt, where the person with possession or control of the Government money or property intends to deceive the agency or conceal the property;
E. Making or delivering a receipt without completely knowing that the receipt is true, where the person authorized to make or deliver the receipt intends to defraud the Government;
F. Knowingly buying or receiving public property from an officer or employee of the Government or a member of the Armed Forces who has no legal right to sell or pledge the property; or
G. Knowingly making or using a false record to conceal, avoid, or decrease an obligation to pay money or transmit property to the Government.
H. "Knowing" and "Knowingly" means a person:
    1. Has actual knowledge of the information;
    2. Acts in deliberate ignorance of the truth or falsity of the information; or
    3. Acts in reckless disregard of the truth or falsity of the information. No proof of specific intent to defraud is required.
I. "Claim" includes any request or demand for money or property (including those made under contract) to the Government or to a contractor, grantee, or other recipient, if any portion of the requested money or property is funded by or will be reimbursed by the Government.

II. A person or organization may be liable for:

A. A civil penalty $5,500 to $11,000 for each false claim;
B. Three times the amount of damages sustained by the Government due to the violations; and
C. The costs of a civil suit for recovery penalties or damages.

III. The court may reduce the treble damages if:

A. The person committing the violation voluntarily disclosed all information known to him or her to the U.S. officials responsible for investigating false claims violations within thirty days of obtaining the information;
B. The person fully cooperated with any Government investigation; and

C. No criminal prosecution, or civil or administrative action had commenced at the time of the person's disclosure, and the person had no actual knowledge of an investigation into such violation.

IV. Actions by Private Persons or *Qui Tam Plaintiffs*

A. An individual also has the right to file a civil suit for him or herself and for the Government. The suit must be filed in the name of the Government. The suit is filed and served on the Government. The suit and all information are filed under seal, and most remain under seal for at least sixty days. The suit may be dismissed only if the court and the Attorney General consent to the dismissal in writing.

B. If a *qui tam* plaintiff alleges a false claims violation, the complaint and a written disclosure of the evidence and information that the person possesses must be served on the Government. Once the action is filed, no person other than the Government is allowed to intervene or file a lawsuit based on the same facts.

V. Rights of the Parties to *Qui tam* Actions

A. If the Government decides to file a civil suit, it assumes responsibility for prosecuting the action and is not bound by the acts of the *qui tam* plaintiff. However, the *qui tam* plaintiff has the right to continue as a party to the action, subject to certain limitations. If the Government decides not to file a civil suit, the *qui tam* plaintiff still has the right to proceed with a lawsuit. The Government can intervene later upon a showing of good cause.

VI. Award to *Qui tam* Plaintiff

A. If the Government prosecutes a case initiated by a *qui tam* plaintiff and obtains an award or settlement, the *qui tam* plaintiff will receive between 15 and 25 percent of the recovery, depending on his or her contribution to the case. If the case is based primarily on information other than the disclosures of the *qui tam* plaintiff, the award cannot be more than 10 percent of the recovery.

B. If the Government decides not to intervene and the *qui tam* plaintiff successfully litigates the action, he or she will receive between 25 and 30 percent of the award or settlement. In either case, the court will award the *qui tam* plaintiff reasonable expenses and attorney's fees and costs.

C. If the court finds that the *qui tam* plaintiff planned and initiated the violation upon which the civil suit was based, it may reduce the share of the recovery that the person would otherwise receive. If the *qui tam* plaintiff is convicted of criminal conduct, he or she will be dismissed from the lawsuit and will not receive any monetary award.

D. If the court finds the defendant not guilty and the claim frivolous in a suit conducted by a *qui tam* plaintiff, the court may award the defendant reasonable costs and attorney fees.

VII. Certain Actions Barred

A. An individual cannot bring a *qui tam* action against a member of Congress, a member of the judiciary, or a senior executive branch official based on evidence already known to the Government.

B. An individual cannot bring a *qui tam* suit based on allegations in a civil suit or an administrative proceeding in which the Government is already a party.

C. An individual cannot bring a *qui tam* action based on the public disclosure of allegations unless he or she is the original source (e.g., an individual with direct

and independent knowledge of the information on which the allegations are based who has voluntarily provided the information to the Government before filing a civil action). Public disclosure includes disclosure in a criminal, civil, or administrative hearing; in a congressional, administrative, or GAO report, hearing, audit, or investigation; or from the news media.

VIII. Whistleblower Protection

A. An employee who has been discharged, demoted, suspended, threatened, harassed, or in any way discriminated against by his or her employer because of involvement in a false claim's disclosure is entitled to all relief necessary to make the employee whole, including:
B. Reinstatement with the same seniority status that the employee would have had but for the discrimination;
C. Two times the amount of back pay plus interest; and
D. Compensation for any special damage sustained because of the discrimination (including litigation costs and reasonable attorney's fees).
E. The protected false claims activities include investigation for, initiation of, testimony for, or assistance in a false claims action that has been or will be filed. An employee is entitled to bring an action in the district court for such relief.

THE CALIFORNIA FALSE CLAIMS ACT

The California False Claims Act ("CFCA") applies to fraud involving state, city, county or other local government funds. The CFCA encourages voluntary disclosure of fraudulent activities by rewarding individuals who report fraud and allowing courts to waive penalties for organizations that voluntarily disclose false claims. Cal. Gov't Code §§ 12650-12655.

IX. Actions that violate the CFCA include:

A. Knowingly submitting (or causing to be submitted) a false claim for payment or approval;
B. Knowingly making or using (or causing to be made or used) a false record or statement to get a false claim paid or approved;
C. Conspiring to get a false claim allowed or paid by the state or by any political subdivision;
D. Benefiting from an inadvertent submission of a false claim, subsequently discovering the falsity of the claim, and failing to disclose to the state or political subdivision within a reasonable time after discovery;
E. Delivering less property than the amount of the receipt, where the person has possession or control of public property;
F. Knowingly making or delivering a false receipt, where the person is authorized to deliver a document;
G. Knowingly buying or receiving (as a pledge of an obligation or debt) public property from any person who has no legal right to sell or pledge the property; or
H. Knowingly making or using a record to conceal, avoid, or decrease an obligation to pay money or transmit property to the state or local government.
I. "Knowingly" means the person or organization:
    1. Has actual knowledge of the information;
    2. Acts in deliberate ignorance of the truth or falsity of the information; or
    3. Acts in reckless disregard of the truth or falsity of the information. Proof of specific intent to defraud is not required.

J. "Claim" includes any request for money, property, or services made to the state or any political subdivision (or to any contractor, grantee, or other recipient), where any portion of the money, property, or services requested was funded by the state or any political subdivision.
    1. The maximum civil penalty is $10,000, per claim. Persons who violate the CFCA may be liable to the state for three times the amount of damages that the state sustains because of the violation. The court can waive penalties and reduce damages for CFCA violations if the false claims are voluntarily disclosed.
    2. The CFCA does not apply to false claims of less than $500. Lawsuits must be filed within three years after the violation was discovered by the state or local official who is responsible for investigating the false claim (but no more than ten years after the violation was committed.)

X. Private or *Qui Tam* Actions/Whistleblower Provisions

A. Individuals (or qui tam plaintiffs) can sue for violations of the CFCA. Individuals who bring an action under the CFCA receive between 15 and 33 percent of the amount recovered (plus reasonable costs and attorney's fees) if the state prosecutes the case, and between 25 and 50 percent (plus reasonable costs and attorney's fees) if the qui tam plaintiff litigates the case on his or her own.
B. An individual cannot file a lawsuit based on public information unless he or she is the original source of the information.
C. The CFCA bars employers from interfering with an employee's disclosure of false claims. Employees who report fraud and consequently suffer discrimination may be awarded (1) two times their back pay plus interest, (2) reinstatement at the seniority level they would have had except for the discrimination, (3) compensation for any costs or damages they have incurred, and (4) punitive damages, if appropriate.

XI. Liability to the State or Political Subdivision

A. A person or organization will be liable to the state or political subdivision for:
B. Three times the amount of damages that the state or local government sustains because of the false claims violations;
C. The costs of a civil suit for recovery of damages; and
D. A civil penalty of up to $10,000 for each false claim.

XII. Certain Actions Barred

A. An individual cannot bring a *qui tam* suit based on allegations in a civil suit or an administrative proceeding in which the state or political subdivision is already a party. An individual cannot file a lawsuit based on the public disclosure of allegations unless he or she is the original source (e.g., an individual with direct and independent knowledge of the information on which the allegations are based). Public disclosure includes disclosure in a criminal, civil, or administrative hearing; in an investigation, report, hearing, or audit conducted by or at the request of the Senate, Assembly, auditor, or governing body of a political subdivision; or by the news media.

XIII. Awards

A. If the state or political subdivision prosecutes a case initiated by a *qui tam* plaintiff and obtains an award or settlement, the *qui tam* plaintiff receives between

15 and 33 percent of the recovery (plus reasonable costs and attorney's fees), depending on his or her contribution to the case. If the state or political subdivision decides not to file a lawsuit and the *qui tam* plaintiff successfully litigates the action, the *qui tam* plaintiff receives between 25 and 50 percent of the award or settlement. Employees who participated in fraudulent activities are not guaranteed any recovery. If the court finds the defendant not guilty and the claim frivolous in a suit conducted by a *qui tam* plaintiff, the court may award the defendant reasonable costs and attorney fees.

XIV. Whistleblower Protection

A. Employers are prohibited from:
B. Making or enforcing any type of rule or policy that prevents an employee from disclosing information to a government or law enforcement agency, or from investigating, initiating, testifying, or otherwise assisting in a false claims action; or
C. Discharging, demoting, suspending, threatening, harassing, denying promotion to, or in any other manner discriminating against an employee because of his or her involvement in a false claims action.

XV. Liability of Employer

A. An employer who interferes with an employee's disclosure of false claims will be liable to the employee for all relief necessary to make the employee whole, including:
B. Reinstatement with the same seniority status that the employee would have had except for the discrimination;
C. Two times the amount of back pay plus interest;
D. Compensation for any special damage sustained as a result of the discrimination; and punitive damages where appropriate.

XVI. Limitations on Eligibility of Employees for Damages

A. If an employee's conduct has resulted in a false claim being submitted to the state or a political subdivision, and the employee has been discriminated against by his or her employer, he or she is entitled to remedies only if he or she voluntarily disclosed information to a government or law enforcement agency or assisted in a false claims action; and was coerced (either though harassment, threats of termination demotion, or other coercive actions) by the employer or its management into committing the fraudulent activity in the first place.

Exhibit C
PAYMENT TERMS AND CONDITIONS

I. Approved Services and Authorization Process:

A. Clients served under this Agreement must have prior authorization by Deputy Director of Behavioral Health before services are delivered. The Deputy Director, Quality Assurance Supervisor, or designee will authorize type of service and the duration of service being delivered.

II. Monthly Invoicing and Payment:

A. The rate and terms of payment shall be as set forth below. Any modification of the rate changes shall not be binding unless a written amendment to the Agreement is executed by the parties.

B. Contractor shall submit invoices in a form approved by HHSA no later than thirty (30) days after the last day of the month in which those services were provided. Invoices submitted prior to the end of the billing period will be returned to Contractor for resubmission.

C. The County shall not be obligated to pay Contractor for services which are the subject of any bill submitted more than sixty (60) days after the last day of the month in which those services were provided or more than thirty (30) days after the Agreement terminates, whichever is earlier.

D. Notwithstanding the above, Contractor will submit invoices within ten (10) days of the end of The County fiscal year, June 30th of the current year.

E. All payment invoices shall be submitted to the following address:

Mariposa Behavioral Health and Recovery Services
PO Box 99
Mariposa, CA 95338

F. Final approved services must be submitted on an itemized invoice.

G. Services that are not in finalized format will not qualify for reimbursement.

H. Contractor may appeal a denied or modified request for payment authorization or a dispute concerning the processing or payment of a provider's itemized invoice.

I. HHSA Contractors may utilize the Provider Problem Resolution and Appeal Processes, includes.

a.) A written appeal shall be submitted to HHSA within 90 calendar days of the date of receipt of the non-approval of payment or within 90 calendar days of HHSA's failure to act on the request in accordance with the time frames required by Sections 1820.220 or 1830.250 or established by HHSA pursuant to Section 1830.215.

b.) HHSA shall have 60 calendar days from its receipt of the appeal to inform the provider in writing of the decision, including a statement of the reasons for the decision that addresses each issue raised by the provider, and any action required by the provider to implement the decision.

(i) If the appeal concerns the denial or modification of the HHSA payment authorization request, HHSA shall utilize personnel not involved in the initial denial or modification decision to determine the appeal decision.

c.) If the appeal is not granted in full, the provider shall be notified of any right to submit an appeal to the Department of Health Services (DHCS) pursuant to Section 1850.320.

d.) If applicable, the provider shall submit a revised request for HHSA payment authorization within 30 calendar days from receipt of the HHSA's decision to approve the HHSA payment authorization request.

e.) If applicable, HHSA shall have 14 calendar days from the date of receipt of the provider's revised request for HHSA payment authorization to submit the documentation to the Medi-Cal fiscal intermediary that is required to process the HHSA payment authorization.

2. If HHSA does not respond within 60 calendar days to the appeal, the appeal shall be considered denied in full by HHSA.

III. <u>Medi-Cal Requirements and Payment Limitations:</u>

A. Contractor agrees to participate fully in the Medi-Cal Specialty Mental Health program and will provide County with all documentation needed to enable the County to submit claims for services provided by Contractor to Medi-Cal beneficiaries.

B. Contractor's Approved Procedure Codes and Provisional Rates for Specialty Mental Health Services:

1. When billing the County for authorized services provided to County clients, Contractor will use the appropriate CPT coding as outlined in Exhibit A, item #2. Program Description.

a.) Contractors billing more than one service in a day to the same client must adhere to the requirements outlined in the MCBHRS Documentation Manual around which CPT codes are allowed to be billed together.

C. Contractors will be reimbursed at the rates listed below by practitioner type (as outlined in the MCBHRS Documentation Manual) and based on documentation in the Electronic Health Records System:

Provider Type	Face to Face Individual Therapy & Collateral &Case Management & ICC & Crisis	Family Therapy & Group Therapy	Rehab Groups
LPHA (MFT LCSW LPCC)/ Intern or Waivered LPHA (MFT LCSW LPCC)	$175.00	$185.00	$185.00
Mental Health Rehab Specialist	$95.00	$105.00	$105.00
Other Qualified Providers - Other Designated MH staff that bill medical	$95.00	$105.00	$105.00

A. As a result of state and federal audits, any recoupment of funds by DHCS for contractor services are subject to recoupment from the contractor.

1. Recoupment will be based on Fraud, Waste, and Abuse as outlined in the MCBHRS Documentation Manual**.**

Insurer: Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004
NAIC #: 18058

Contact: CPH Insurance, 800-875-1911, info@cphins.com

Certificate of Liability Insurance

Date issued: 06/16/2023

Named Insured:

Mountain Mental Health
carol windsor
PO Box 3482,
Oakhurst, CA 93644

Policy #: AR236342
Policy Term: 09/06/2023 - 09/06/2024

Covered Locations

Professional Liability: Portable Coverage, not location specific
Commercial General Liability: 40680 Highway 41, Suite D, Oakhurst, CA 93644
5320 Highway 49 North, Suite A, Mariposa, CA 95338
264 Clovis Suite 201, Clovis, CA 93612

Coverage Type (Occurrence Form)	Limits of Liability (Per Claim/Total Per Year)
Profesional Liability	$1,000,000/$5,000,000
Supplemental Liability	$1,000,000/$5,000,000
Licensing Board Defense	$75,000
Commercial General Liability	$1,000,000 / $3,000,000
Fire/Water Legal Liability	$250,000
Business Personal Property	N/A
Non-Owned Auto	$1,000,000
Cyber Liability (Claims Made Retroactive Date: 09/06/2023)	$15,000

Comments/Special Descriptions:

Certificate Holder

County of Mariposa
Lynn Rumfelt
5362 Lemee Lane
Mariposa, CA 95338

Notice of Cancellation will only be provided to the first named insured in accordance with policy provisions, who shall act on behalf of all additional insureds with respect to giving notice of cancellation

C. Philip Hudson

Authorized Representative

[X] *Certificate holder added as Additional Insured*

Disclaimer: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The Certificate of Insurance does not constitute a contract between the issuing insurer, authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/4/2024

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	Auto Insurance Specialists PO BOX 10160 Santa Ana CA 92711-0730	CONTACT NAME:	
		PHONE (A/C, No, Ext): 866-570-7335	FAX (A/C, No): 800-498-3293
		E-MAIL ADDRESS: commercial@aisinsurance.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : California Automobile Insurance Company	38342
INSURED	Mountain Mental Health 40680 Highway 41 Ste D Oakhurst CA 93644	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	☐	☐				EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☑ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐	☑	☐	BA040000077106	11/21/2023	11/21/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	☐	☐				EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (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	$
		☐	☐					
		☐	☐					
		☐	☐					

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

MARIPOSA COUNTY BEHAVIOR HEALTH is named as additional insured

CERTIFICATE HOLDER

MARIPOSA COUNTY BEHAVIOR HEALTH
PO Box 99
Mariposa, CA 95338-0099

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/05/2024

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	CONTACT NAME: AP Intego Insurance Group, LLC	
AP INTEGO INSURANCE GROUP, LLC 375 Woodcliff Dr. Suite 103 Fairport NY 14450	PHONE (A/C, No, Ext): 888-289-2939	FAX (A/C, No):
	E-MAIL ADDRESS: certs@apintego.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Sequoia Insurance Company	22985
INSURED MOUNTAIN MENTAL HEALTH 40680 Hwy 41 Ste D Oakhurst CA 93644	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	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY	☐	☐				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY	☐	☐				COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR	☐	☐				EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	QWC1324825	12/01/2024	12/01/2025	☒ WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		☐	☐					

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

Waiver of Subrogation is granted in favor of COUNTY OF MARIPOSA in regard to the Workers' Compensation as their interest may appear by written contract.

CERTIFICATE HOLDER

COUNTY OF MARIPOSA

PO 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



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Clear All

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 _____% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	**Job Description**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Insurance Company

Countersigned By _____

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-282

MEETING:	July 2, 2024
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve an Agreement with Aegis Treatment Center, LLC in the Amount of $150,000 for Outpatient Narcotic Treatment Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Aegis Treatment Center, LLC in the Amount of $150,000 for Outpatient Narcotic Treatment Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Aegis Treatment Centers provides a drug Medi-Cali (DMC) outpatient Narcotic Therapy Replacement Services to Mariposa County residents. Additional services include methadone treatment, individual and group counseling, and drug screening and testing as appropriate.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The current agreement for fiscal year 23-24 was signed by the County Administrative Officer.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this agreement is not approved, The County of Mariposa will not be in compliance with the State of California and runs the risk of losing Mental Health Services funding.

FINANCIAL IMPACT

There is no impact on the County General Fund.

ATTACHMENTS

1. **Aegis Contract 2024-V2**

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

AGREEMENT FOR NARCOTIC REPLACMENT THERAPY SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this _____day of _____,20__, by and between the County of Mariposa, a political subdivision of the State of California, (County"), and Aegis Treatment Centers, LLC ("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 three (3) years, commencing on July 1, 2024, through and including June 30, 2027. This Agreement may be extended for one (1) additional consecutive twelve (12) month periods upon the written approval of both parties no later than thirty (30) days prior to the expiration of the initial term. The Behavioral Health Director is authorized to execute such written approval on behalf of County based on Contractor's satisfactory performance.

2. SERVICES

Contractor shall perform narcotic treatment program (NTP) services as described in Exhibit A, "Scope of Work," and Exhibit B, "Compliance" which are attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

The maximum compensation payable to Contractor under this Agreement is $150,000 for the term of this agreement, $50,000 for the initial term of the agreement, and $50,000 for each extension period as set forth in Exhibit C, "Pay Rates," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days 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 hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all negligent or willful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

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:

AEGIS TREATMENT CENTERS, LLC
1317 Route 73 North, Suite 200
Mt. Laurel, NJ 08054

Aegis Merced
1343 W. Main Street
Merced, CA 95340

Aegis Fresno
3707 East Shields Ave
Fresno, CA 93726

Aegis Modesto
1235 McHenry Ave. Suite A and B
Modesto, CA 95350

COUNTY:

County of Mariposa
5362 Lemee Lane
P.O. Box 99
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 C.

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 C.

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

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	Barbara Kramer, Executive Director Contract Manager Aegis Treatment Center, LLC
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
SCOPE OF WORK
TREATMENT SERVICES

Description of Services
AEGIS TREATMENT CENTERS shall perform the following outpatient and narcotic treatment services to perinatal and non-perinatal clients:

- Available modalities
    - Assessment
    - Care Coordination
    - Individual Counseling
    - Group Counseling
    - Mat for (Opioid Use Disorder) OUD
    - Patient Education
    - Recovery Services
    - SUD Crisis Intervention Services
    - Peer Support Services
- Conduct a history and physical examination.
- Services may be provided in person or telehealth.
    - Medical evaluation for methadone treatment must be conducted in-person.
- Provide FDA approved medications to treat SUDs when ordered by a physician as medically necessary.
    - Administer, dispense or prescribe medications to patients covered under DMC-ODS formulary including methadone, buprenorphine, naltrexone, disulfiram and naloxone.
    - If NTP is unable to directly administer or dispense medically necessary medications covered under the DMC-ODS formulary, the medication will be prescribed for dispensing at a pharmacy or contact MCBHRS to refer the client to a provider capable of dispensing the medication.
- Provide clients with a minimum of fifty minutes of counseling services per calendar month.
- Contractor will provide NTP services in a DHCS-licensed NTP facility in accordance with CCR, Title 9, Chapter 4, Division 4, and title 32 of CFR.

Contractor will:

- Ensure that services shall be provided to beneficiaries of COUNTY in a manner prescribed by the laws of the State of California and in accordance with the rules and regulations of relevant Federal regulations.
- Contractor will provide the following program elements and services for outpatient Narcotic Replacement Therapy (NRT) in accordance with the terms of this Agreement.
    1. NRT - This is a comprehensive treatment including the use of synthetic opiates approved by the United States Food and Drug Administration for opiate-addicted patients. Services under this Agreement shall include, but are not limited to:
        - Methadone medication treatment.
        - Drug screening and other testing as appropriate.

        - Individual and Group consultation/counseling services regarding methadone detox and methadone maintenance.
    2. Methadone – This service element is comprised of the provision of methadone as prescribed by a physician to alleviate the symptoms of withdrawal from narcotics; and other required/appropriate activities and services provided in compliance with CCR Title 9, Chapter 4, beginning with Section 10000. Services include intake, assessment and diagnosis, all medical supervision, urine drug screening, individual and group counseling, admission physical examinations and laboratory tests.
    3. Group Counseling – Face-to-face contacts in which one or more therapists or counselors treat two or more clients at the same time, focusing on the needs of the individuals served. For Drug Medi-Cal reimbursement, groups must have a minimum of four and a maximum of 10 persons; at least one must be a Medi-Cal eligible beneficiary.
    4. For Drug Medi-Cal, a unit of service is reimbursed in time increments for both group and individual counseling sessions as outlined in Exhibit C of this contract. The State reimburses a Provider up to a maximum of 200 minutes (20 units of service) of counseling (combination of group and/or individual) per calendar month, per beneficiary.

- Provide the COUNTY with reports on a quarterly basis and documentation as requested within two weeks of request.
- Meet with MCBHRS no less than 1 (one) time monthly for contract monitoring and programmatic progress.
- For each Mariposa County Drug Medi-Cal beneficiary, provide a monthly progress report to the MCBHRS Substance Use Disorder Program Supervisor.
- Ensure that prior to exiting the program (either successfully or unsuccessfully) that each client has a transition plan.
- Notify COUNTY of the proposed discharge date and ensure that prior to exiting the program (either successfully or unsuccessfully) that each client has a transition plan and ensure coordination of continuing services. Contractor will notify MCBHRS in email or in writing withing five (5) days of the client's discharge. County will make available a team meeting within 7 (seven) days of request date of all persons served under this agreement.
- In a timely manner and as mutually agreed upon, the Contractor shall provide to the COUNTY "Individual Progress Notes" and a copy of the Discharge Summary for each client. Prior to discharge, the Contractor shall contact the COUNTY's Substance Use Disorder Supervisor by secure email or secure fax for coordination and consultation purposes. Client records shall include enough information for an evaluation of services provided.
- The Contractor shall provide the COUNTY a copy of statistical reports as requested for submission to the state, federal and local agencies for compliance or reimbursement purposes.
- Comply with all federal and state licensing requirements.
- Should the contractor become unable to abide by federal state NTP licensing requirements, contractor shall notify MCBHRS within 24 hours to allow MCBHRS to choose another NTP provider, ensure continuity of care and provide a warm hand-off.

- All contractors providing NTP treatment services will ensure:
    1. The Medical Director or LPHA shall document the basis for the diagnosis in the beneficiary record. The Medical Director or LPHA shall review each beneficiary's personal, medical, and substance use history if completed by a counselor within 30 calendar days of admission to treatment date and determine medical necessity.
    2. The substance use disorder medical director and professional staff (LPHAs) shall receive a minimum of five (5) hours of continuing medical education in addiction medicine each year.
    3. Written roles and responsibilities and a code of conduct for the medical director and professional staff shall be clearly documented, signed and dated by a program representative and physician.
- For NTP treatment services programs the following shall apply:
    1. The substance use disorder medical director's responsibilities shall at a minimum include all of the following:
        - Ensure that medical care provided by physicians, registered nurse practitioners, and physician assistants meets the applicable standard of care.
        - Ensure that physicians do not delegate their duties to non-physician personnel.
        - Develop and implement medical policies and standards for the provider.
        - Ensure that physicians, registered nurse practitioners, and physician assistants follow the provider's medical policies and standards.
        - Ensure that the medical decisions made by physicians are not influenced by fiscal considerations.
        - Ensure that provider's physicians are adequately trained to perform diagnosis of substance use disorders for beneficiaries, determine the medical necessity of treatment for beneficiaries and perform other physician duties, as outlined in this section.
        - Ensure the provider's physicians are adequately trained to perform other physician duties as outlined in DBH's Intergovernmental Agreement (IA) with the California Department of Health Care Services (DHCS).

- Contractor shall establish personnel policies and a written code of conduct for employees and volunteers/interns shall be established which addresses at least the following:
    1. Use of drugs and/or alcohol;
    2. Prohibition of social/business relationship with beneficiary's or their family members for personal gain;
    3. Prohibition of sexual contact with beneficiary's;
    4. Conflict of interest;
    5. Providing services beyond scope;
    6. Discrimination against beneficiary's or staff;
    7. Verbally, physically, or sexually harassing, threatening, or abusing beneficiary's, family members or other staff;

8. Protection beneficiary confidentiality;
9. The elements found in the code of conduct(s) for the certifying organization(s) the program's counselors are certified under; and
10. Cooperate with compliant investigations.

- Contractor will provide financial reports:
    1. Fiscal forms, provided herein as the Service Summary, are required in accordance with County's drug and alcohol fiscal reporting system requirements. Provider agrees to submit a Service Summary with the original Agreement and with each contract amendment.
    2. Provider agrees to submit fiscal and billing information within 10 business days of request from MCBHRS.
    3. California Outcome Measurement System (CalOMS) Participant (Client Admission, Annual Update, and Discharge) Records shall be reported in accordance with DHCS guidelines, currently by the County in which the service is provided (Merced, Fresno, or Mariposa). Provider is responsible for providing County (Mariposa) with the data to be reported monthly, no later than 5 days after the report month. Provider will also be responsible for correcting any CalOMS errors reported by the State in a timely manner. Provider is also responsible to ensure Mariposa County's CalOMS data is reported to the State in a manner that will be identified as Mariposa County's data (county paying for services and special services contract number).
    4. Drug Abuse Treatment Access Report (DATAR) to the State – monthly, no later than 10 days after the report month.
- Contractor agrees to submit in accordance with HSC, Section 11758.12(d), information required by the County and/or State. The information shall include, but is not limited to, utilization reports, compliance reports, financial reports, treatment and prevention services reports, demographic characteristics of service recipients, and data as required. These documents are incorporated by this reference as follows:
    1. Drug and Alcohol Treatment Access Report (DATAR) and Provider Waiting List Record (WLR).
    2. CalOMS Data Collection Guide – Submit CalOMS treatment data in the format prescribed in the CalOMS Data Collection Guide.
- Contractor agrees that Narcotic Replacement Therapy services will be provided only in Provider's Drug Medi-Cal certified sites that have been approved by County and DHCS.

Exhibit B
Compliance

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. Personnel

Ensure that all personnel rendering services shall be employed by or under contract with the Contractor. They shall be members of Contractor professional staff. The services shall be provided under the direction of the Contractor facility Director and shall meet appropriate professional standards.

C. Contract Termination

Services provided by the Contractor will not relocate or reduce in type or frequency without notification to the MCBHRS within 24 hours and approved by the Department of Health Care Services.

D. Compliance Monitoring

1. The Contractor shall allow for compliance monitoring, including fiscal monitoring and be accountable for audit exceptions for failure to comply with requirements. Any decencies identified during compliance or fiscal monitoring will require a Corrective Action Plan to be submitted to the county.

E. Additional DMC Requirements

1. If the Contractor receives DMC funds, the Contractor shall comply with Minimum Quality Drug Treatment Standards for DMC [(DMC MQDTS document 2F(a)] and/or SABG [(DMC MQDTS document 2F(b)], as applicable.
2. Contractor and subcontractors that provide DMC services shall be responsible for verifying the Medi-Cal eligibility of each beneficiary for each month of service prior to billing for DMC services to that beneficiary for that month. Medi-Cal eligibility verification will be performed prior to rendering service, in accordance with and as described in the DHCS DMC Provider Billing Manual. Options for verifying the eligibility of a Medi-Cal beneficiary are described in the Department of Health Care Services DMC Provider Billing Manual. Upon request, CONTRACTOR will provide MCBHRS with verification of Medi-Cal eligibility of Mariposa County clients within three business days of the request.

F. Hatch Act

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 15011508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

G. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful

use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

H. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

I. Debarment and Suspension

Contractor shall not subcontract with any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

J. Protected Health Information

1. Train all staff policies and procedures regarding PHI as necessary and appropriate for them to carry out their functions in accordance with 42 CFR and HIPAA.

2. Use only encrypted PHI as specified in the HIPAA Security Rule be disclosed via email. Unsecured PHI will not be disclosed via email.

3. All workforce members who assist in the performance of functions or activities on behalf of the Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at Contractor 's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member’s name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.

4. All workforce members who assist in the performance of functions or activities on behalf of the Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member’s name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.

5. Contractor will comply with program requirements regarding reporting security incidents or breaches of unsecured PHI within residential treatment provider contracts.

K. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies.

1. Trading Partner Requirements

a. No Changes. Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the 12 Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

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

c. No Unauthorized Uses. Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

d. No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

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

3. Adequate Testing

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

4. Deficiencies

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

5. Code Set Retention

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

6. Data Transmission Log

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

L. Charitable Choice

Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

M. Counselor Certification

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

N. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V). If the provider chooses not to participate in MCBHRS annual training, Contractor must provide the training at Contractor's expense and provide proof of annual training.

O. Intravenous Drug Use (IVDU) Treatment

Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

P. Restriction on Distribution of Sterile Needles

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

Q. Tuberculosis Treatment

Contractor shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.
2. Reduce barriers to patients' accepting TB treatment.
3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

R. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 United States Code (USC) 7104(g)) as amended by section 1702 of Pub. L. 112-239. Contractor will provide annual training on TVPA for all staff.

S. Tribal Communities and Organizations

Contractor shall regularly assess (e.g. review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, survey Tribal representatives

for insight in potential barriers, the substance use service needs of the American Indian/Alaskan Native (Al/AN) population within the County geographic area, and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to Al/NA communities within the County.

T. Byrd Anti-Lobbying Amendment (31 USC 1352)

Contractor certifies 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 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

U. Nondiscrimination in Employment and Services

By signing this Contract, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

V. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 — 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A-E).

13. Contractor shall provide services to all eligible persons in accordance with state and federal statutes and regulations and assure in the planning for the provision of services that clients are provided educational materials or other resources for the provision of services.

W. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No state or federal funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.
6. Contractor shall participate in the County Behavioral Health Director's Association of California. Contractor shall attend meetings, special meetings called by DHCS director and represent the program for the purpose of a relationship with DHCS with respect to policies, standards and administration for AOD abuse services.
7. Contractor shall provide timely access to care and services in accordance with CFR 42 (**§** 422.112 Access to services) and ensure state standards, taking into account the urgency of the need for services.
8. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
9. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide, direct, immediate, or substantial support to any religious activity.

X. Information Access for Individuals with Limited English Proficiency

1. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
2. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:
   a. materials explaining services available to the public,
   b. language assistance,
   c. language interpreter and translation services, and
   d. video remote language interpreting services.
   e.

Y. Information Access for Individuals with Limited English Proficiency

1. CONTRACTOR shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to

materials that explain services available to the public as well as providing language interpretation services.

2. CONTRACTOR shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:
    a. materials explaining services available to the public,
    b. language assistance,
    c. language interpreter and translation services, and
    d. video remote language interpreting services.

Z. Security Breaches

All security breaches will be reported immediately to the Quality Assurance unit with MCBHRS.

AA. Noncompliance with Reporting Requirements

Contractor agrees that DHCS has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III- Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

BB. Youth Treatment Guidelines

If contracted to provide treatment to youth, Contractor must comply with the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to be incorporated into this Contract.

Contractor must comply with DHCS guidelines in developing and implementing youth treatment programs funded under Enclosure 2 of SABG County Application, until new Youth Treatment Guidelines are established and adopted.

CC. Early and Periodic Screening, Diagnosis, and Treatment Services (EPSDT)

Clients under age 21 will receive Early and Periodic Screening, Diagnosis, and Treatment Services (EPSDT) as established in Welfare and Institutions Code (WIC) Section 14132(v).3 State law provides that for individuals under 21 years of age, a service is medically necessary or a medical necessity if it meets the standards set forth in 42 USC, Section 1396d(r)(5**).**

DD. Perinatal Services

1. If contracted to provide perinatal services, Contractor must comply with the perinatal program requirements as outlined in the Perinatal Services Network Guidelines. The Perinatal Services Network Guidelines are attached to this contract as Document 1G, incorporated by reference. The Contractor must comply with the current version of these guidelines until new Perinatal Services Network Guidelines are established and adopted. The incorporation of any new Perinatal Services Network Guidelines into this Contract shall not require a formal amendment.
2. Contractor receiving SABG funds for perinatal services must adhere to the Perinatal Services Network Guidelines, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

3. Contractor must be certified to provide perinatal recovery services to COUNTY beneficiaries who are authorized for services by COUNTY.
4. Contractor will ensure that documentation of pregnancy and last day of pregnancy are in the beneficiary record for all perinatal clients.

EE. Report Suspected Medi-Cal Fraud

1. Contractor must immediately report suspected Medi-Cal fraud to DHCS. Reporting of fraud can be accomplished in one of three ways:
    a. Online: https://www.dhcs.ca.gov/individuals/Paqes/StopMedi-CalFraud .aspx
    b. Email: fraud@dhcs.ca.qov
    c. Phone: 1-800-822-6222

FF. Site Inspection

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

GG. Termination for Default

1. County may, by written notice of default to Provider, terminate this Agreement immediately in any one of the following circumstances:
    a. If, as determined in the sole judgment of County, Provider fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or
    b. If, as determined in the sole judgment of County, Provider fails to perform and/or comply with any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

HH. Additional Contract Restrictions

1. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

Exhibit C
Pay Rates

Department of Health Care Services Substance Use Disorders Drug Medi-Cal (DMC) Organized Delivery System (ODS) rates for Fiscal Year 2023-2024.

CONTRACTOR shall submit detailed invoices and receipts of exact costs to be paid by COUNTY by the 15th of every month with the exception of the last invoice of the fiscal year being submitted no later than July 10. COUNTY will pay appropriate invoices within thirty (30) business days upon receipt.

Contract total amount not to exceed $150,000.

Mariposa County Rates for Fiscal Year 2024-2025

Narcotic Treatment Services	Non-Perinatal Unit Rate	Perinatal Unit Rate
Methadone Daily	$19.78	$30.38
Buprenorphine-Naloxone Combo Film Daily	$30.17	$41.95
Buprenorphine - Naloxone Combo Tablets Daily	$33.89	$45.66
Buprenorphine Mono Daily	$32.38	$43.82
Disulfiram Daily	$12.04	$12.23
Buprenorphine Injectable (Sublocade) Monthly	$2,099.69	$2,099.69
Naltrexone Injectable (Vivitrol) Monthly	$2,293.44	$2,293.44
Naloxone HCL - 2 pack (Generic)	$109.34	$109.34
Naloxone HCL - 2 pack (Narcan)	$149.22	$149.22

Counseling Services

Provider Type	(15 min)
PA	$200.82
NP	$222.66
RN	$182.87
MD	$389.82

LPHA (MFT, LCSW, LPCC)/Intern or waivered LPHA (MFT, LCSW, LPCC	$116.53
Alcohol and Drug Counselor	$92.05
Peer Recovery Specialist	$54.12

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-283

MEETING: July 2, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve an Agreement with Mariposa Safe Families in the Amount of $384,000 for Child Abuse Prevention; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Mariposa Safe Families in the Amount of $384,000 for Child Abuse Prevention; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Mariposa Safe Families will operate the following programs through its Family Enrichment Center (FEC): 1) Father Engagement to provide support and mentoring for fathers in the county; 2) Community partnerships for those living in poverty; 3) Linkages, Referrals, and Advocacy for families; 4) Periodic Child Abuse Prevention activities such as mandatory reporter training; and 5) Mothers Empowering Mothers Support Group to provide healthy parenting skills, teach life skills, and to provide mothers with an increased sense of empowerment.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approved an existing contract with Mariposa Safe Families on July 18, 2023 through Resolution #2023-382.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this Agreement is not approved, Mariposa County Health and Human Services may have difficulty finding an alternative to provide effective Child Abuse Prevention activities.

FINANCIAL IMPACT

There is no impact to the County General Fund.

ATTACHMENTS

1. **Mariposa Safe Families 2025 V2-COB**

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

AGREEMENT FOR CHILD ABUSE PREVENTION 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 Mariposa Safe Families, 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 be for a period of three (3) years, commencing on July 1, 2024, through and including June 30, 2027.

2. SERVICES

Contractor shall perform child abuse prevention 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

The maximum compensation payable to Contractor under this Agreement is $384,000, the amount of the initial term is $128,000, and each extension period will be $128,000, 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.

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:

Mariposa Safe Families
P.O. Box 545
Mariposa, CA 95338

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 [INSERT TIMEFRAME] 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	Megan Atkinson, Executive Director Mariposa Safe Families, 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

Funds are provided to Mariposa Safe Families, Inc. (MSF) under this contract to provide a Family Enrichment Center (FEC) to create a welcoming place and provide quality services, activities, and opportunities that empower, strengthen, and preserve families while nurturing and enhancing each child's well-being and potentialin Mariposa County. There has been a great deal of research in recent years surrounding the effectiveness of Family Enrichment Centers and their ability to help strengthen families who are at risk of abuse and neglect.

MSF will provide a variety of activities through FEC but not limited to:

1. Linkages, Referrals, and Advocacy for families to the following services:

a. Daycare, Transportation, Mental Health Services, Substance Abuse Services, Domestic Violence Services, and Early Childhood Education and Screening.

b. Information and Referral Services (assistance with upkeep of the 2-1-1 database).

c. Support with Job Searches, Medi-Cal and CalFresh Applications, Food Access, Section 8 Housing Applications, and Tribal TANF Support.

d. Link to Essential Medical and Community Services.

e. MSF will track all linkages, referrals, and advocacy provided on a service log approved by HHSA.

2. Community Partner Program

. MSF shall continue efforts to work with the community members (individuals and families) living in poverty.

a. Provide support and mentoring for community members struggling with basic needs.

b. Provide and/or arrange for client transportation to and from appointments and meetings. Provide monetary support for clients' basic needs (groceries, fuel, utility bills, etc.)

c. Track all data associated with the community partner program (client details, services provided to client, client progress) and report said data to HHSA monthly.

3. Father Engagement Program:

MSF shall continue to implement the "All Dads Rock" Father Engagement Program.

. a. Provide support and mentoring for fathers.

b. Provide a monthly support group led by a father mentor.

c. Provide childcare and meal if appropriate

4. Mothers Support Group:

MSF shall continue to implement the "Mothers Empowering Mothers Support Group~MEMS"

a. Provide support and mentoring for mothers.

b. Provide a monthly support group led by a mother mentor.

c. Provide childcare and meal, if appropriate.

5. Provide annual educational events throughout Mariposa County.

a. Provide a head count for all attendees and participants on a HHSA approved service log.

b. MSF will have satisfaction surveys available at the educational events for

attendees to complete and share copies with HHSA after the events.

6. Monthly Child Abuse Prevention activities:
   a. Provide mandated reporter training, as requested, on a quarterly basis and share copies of sign in sheets and descriptions of activities to HHSA.
   b. Provide a monthly activity that raises awareness about child abuse and neglect.
   c. Provide a calendar of monthly activities, descriptions of such activities, and a one page summary on each activity, as well as sign in sheets immediately following each activity.
   d. Be the lead on the Child Abuse Prevention Month activities in April, which will include, but will not be limited to, the Board of Supervisors Proclamation, Pinwheels, and the Children's Memorial Flag event on the fourth Friday of the month in April.
   e. Assist in the completion of the annual OCAP report

7. MSF will serve as the Child Abuse Prevention Council (CAPC) for Mariposa and will hold monthly meetings. Agendas and Minutes will be provided to HHSA.

8. MSF will provide the following items monthly to HHSA:
   a. Satisfaction surveys
   b. Client intake and referral log (exact format will be provided to MSF)
   c. CAPC Agendas and Minutes
   d. Program Participation numbers for Father Engagement Program, Mandated Reporter Trainings, Community Partners Program and Child Abuse Prevention Activities (see attached)

The Health and Human Services Agency will: Participate as much as possible at MSF events.
1. Provide a HHSA employee to serve on the CAPC Board of Directors.
2. Process invoices from MSF within 30 days of receipt of an approved invoice.
3. Complete and submit annual OCAP reports in cooperation with MSF.
4. MSF shall be given the opportunity to attend local trainings and be given any county- assigned free training slots, when available.

Pursuant to 2 CFR 180.300(c) contractor certifies that they understand suspension and debarment rules and are neither suspended nor debarred from participating in these kinds of transactions.
Contractor certifies, to the best of their knowledge and belief, that they and their principals, affiliates, or any subcontractors utilized under the agreement are not:

· Debarred nor suspended from federal financial assistance programs and activities.

· Proposed for debarment.

· Declared ineligible.

· Voluntarily excluded from participation in covered transactions by any federal department or agency.

COST PROPOSAL

Proposed Annual Budget ~ CAPIT/CBCAP July 01, 2024-June 30, 2025
July 01, 2025-June 30, 2026
July 01, 2026-June 30, 2027
(Annual Budget Proposal)

Description:	**Cost:**
Staff Salaries/Personnel Costs: Staff costs and fringe benefits for the following positions: • One .25 FTE Executive Director • One 1.0 FTE Lead Prevention Specialist • One .10 FTE Parent Educator In addition to the details outlined in the attached scope of work, Mariposa Safe Families staff will attend program related meetings and trainings; track staff use of time and other data; community relations; marketing of CAPIT/CBCAP programs and services; fiscal management of program expenses; reporting and data tracking; reporting of program information to HHSA analyst or designee; oversight and implementation of CAPIT/CBCAP related programs; conduct presentations to community groups and/or other agencies on CAPIT/CBCAP; organize, coordinate, and assist in program implementation; provide and/or arrange for staff and community trainings; data collection, statistics, and other relevant information as outlined in the attached scope of work.	$84,200.00
Insurance/Liabilities: Workman's compensation, Liability Insurance, Directors', and Officers' Insurance, other liabilities.	$4,000.00
Office Expenses and Supplies: Office related expenses to include but not be limited to: MSF office rent; storage unit rent, paper, ink, writing utensils, copier/printer fees for CAPIT/CBCAP related reporting and marketing, office equip; advertisement and marketing fees; quickbooks costs and fees; utilities-telephone; internet; propane, other.	$21,200.00
Program Expenses and Supplies: Program related expenses include but are not limited to: program curriculum(s) (ADR, MEMS and other); program related supplies; community event supplies, commodities, community partner client needs; other.	$12,000.00
Travel/Mileage: Mileage reimbursement for program related travel.	$1,000.00
Food Supplies: Program related food/water costs.	$5,600.00
TOTAL:	**$128,000.00**

The total cost of the agreement is not to exceed $128,000.00. Contractor will submit monthly invoices for program expenses approved by management. The invoices must reflect expenses categorized under the specific line items mentioned above in the cost proposal.

VENDOR ASSURANCE OF COMPLIANCE WITH THE MARIPOSA COUNTY WELFARE DEPARTMENT

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT [Mariposa Safe Families_____]

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIE NT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date	Director's Signature
P.O. Box 545	
Address of vendor/recipient	(08/13/01)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/13/2024

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	CONTACT NAME: Certificate Department
Mindful Insurance Solutions, Inc 2043 Anderson RD Suite C Davis CA 95616	PHONE (A/C, No, Ext): 877-233-4437 Ext. 5 FAX (A/C, No): E-MAIL ADDRESS: certificates@mindfulins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : x_NIAC -Nonprofits Insurance Alliance of CA	AMB#011845
INSURER B : Nonprofits Insurance Alliance	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Mariposa Safe Families, Inc.
P.O. Box 545
4983 8th Street
Mariposa CA 95338

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 [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		2024-15147	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			2024-15147	1/1/2024	1/1/2025	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 $			2023-15147-UMB	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/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	$ $
A	Directors & Officers			2024-15147-DO-NPO	1/1/2024	1/1/2025	Limit: $1,000,000 / 2,000,000	
A	Improper Sexual Conduct and Physical Abuse			2024-15147	1/1/2024	1/1/2025	Limit: $1,000,000 / 2,000,000	

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

The County of Mariposa, it's officials, employees, and volunteers are included as Additional Insured with respect to general and auto liability. Insurance is primary and noncontributory, and waiver of subrogation applies, when required in written contract per policy provisions, conditions, and exclusions.
This Policy '2024-15147' has Other Coverage 'Social Service Professional ' With Limit '1,000,000 / 1,000,000'. Carrier: 'NIAC -Nonprofits Insurance Alliance of CA', Effective Date: '01/01/2024', Expiration Date: '01/01/2025'.
This Policy '2024-15147' has Other Coverage 'Social Service Professional ' With Limit '1,000,000 / 1,000,000'. Carrier: 'NIAC -Nonprofits Insurance Alliance of CA', Effective Date: '01/01/2024', Expiration Date: '01/01/2025'.

CERTIFICATE HOLDER

County of Mariposa
PO 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



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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Mindful Insurance Solutions, Inc		Mariposa Safe Families, Inc. P.O. Box 545 4983 8th Street Mariposa, CA, 95338
POLICY NUMBER		
2024-15147		
CARRIER	NAIC CODE	
x_NIAC -Nonprofits Insurance Alliance of CA	AMB#011845	EFFECTIVE DATE: 1/1/2024

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

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NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA
A Head for Insurance. A Heart for Nonprofits.

POLICY NUMBER: 2024-15147

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT FOR PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:	The County of Mariposa , its officials, employees and volunteers.

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your negligent acts or omissions; or
b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

(1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in **c.** below; or

(2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
   (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
   (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
   (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
   (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**.
   (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.

(1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.

(2) 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:
   (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
   (b) The total of all deductible and self-insured amounts under all that other insurance.

(3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

July 20, 2023

For Informational Purposes
35686 HWY 41 STE C
COARSEGOLD CA 93614-8744

Account Information:

Policy Holder Details :	**Transformations Counseling & Community Services**

Contact Us

Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/20/2023

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 SUBROGATIONIS 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:	
PRESIDIO FIN AND INS SOLUTIONS 72256527 31365 OAK CREST DRIVE 225 WESTLAKE VILLAGE CA 91362	PHONE (A/C, No, Ext): (805) 499-7300	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Hartford Casualty Insurance Company	29424
INSURED	INSURER B :	
TRANSFORMATIONS COUNSELING & COMMUNITY SERVICES 35686 HWY 41 STE C COARSEGOLD CA 93614-8744	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/Y YYY)	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)	
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	
	☐ DED ☐ RETENTION $							
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A		72 WEC AL9NES	07/14/2023	07/14/2024	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							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)**

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

For Informational Purposes
35686 HWY 41 STE C
COARSEGOLD CA 93614-8744

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

Susan L. Castaneda

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-284

MEETING: July 2, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve an Agreement with Christine Doss Dba: Transformations Counseling and Community Services in the Amount of $600,000 for Specialty Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Christine Doss Dba: Transformations Counseling and Community Services in the Amount of $600,000 for Specialty Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Transformations may provide “covered” services to Medi-Cal clients that are listed under the Specialty Mental Health Services of the Mental Health Plan. Authorized services include:

1. Initial and annual updated assessments;
2. Individual Therapy;
3. Group Therapy;
4. Family Therapy;
5. Plan Development;
6. Case Management;
7. Crisis Intervention;
8. Rehabilitation;
9. Intensive Care Coordination;
10. Intensive Home Based Services.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved fiscal year 23-24 with Resolution #2023-460.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Non-approval of the agreement will force Health and Human Services Agency to seek an alternate provider and incur increased risk for non-compliance with federal and state laws for mental health services.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. Christine Doss, Transformations Counseling & Community Services 2024-2027

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

AGREEMENT FOR SPECIALITY MENTAL HEALTH 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 Christine Doss Dba: Transformations Counseling & Community Services, 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 three (3) years, commencing on July 1, 2024, through and including June 30, 2027.

SERVICES

Contractor shall perform counseling services as described in Exhibit A, "Scope of Work," Exhibit B, "Deficit Reduction Act-Obligations of Duty" which are attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

2. COMPENSATION

The maximum compensation payable to Contractor under this Agreement will not exceed $200,000 annually and $600,000 for the entirety of the three-year contract. Contractor shall be compensated for services performed at an hourly rate as set forth in in Exhibit C, "Payment Terms and Conditions," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

3. 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 $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.

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.

(7) 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.

(8) 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.

4. 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:

Christine Doss Dba: Transformations Counseling & Community Services
5010 Hwy 140, Suite A&B
Mariposa, CA 95338

COUNTY:

County of Mariposa
5362 Lemee Lane
P.O. Box 99
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 C.

B. Either party may terminate this Agreement for convenience upon thirty (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 C.

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	Christine Doss, Director Christine Doss Dba: Transformations Counseling & Community Services
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

SCOPE OF WORK

I. Contact Person & Information:

Christine Doss
Transformations Counseling
5010 Hwy 140 Suite A&B
Mariposa, CA 95338
209-966-0385

II. Program Description:

A. Contractors must provide "covered" services to Medi-Cal clients that are listed under the Specialty Mental Health Services of the Mental Health Plan. Authorized services include:
   1. Initial and annual updated assessments;
   2. Individual Therapy;
   3. Group Therapy;
   4. Family Therapy;
   5. Plan Development;
   6. Case Management;
   7. Crisis Intervention;
   8. Rehabilitation;
   9. Intensive Care Coordination;
   10. Intensive Home-Based Services.

B. All clients must meet target population criteria as outlined in the Bronzan-McCorquodale Act. Target population are those who meet Medical Necessity Criteria for Specialty Mental Health Services.
   1. Seriously emotionally disturbed children or adolescents – minors under the age of 18 years who have a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM), other than a primary substance use disorder or developmental disorder, which results in behavior inappropriate to the child's age according to expected developmental norms. Members of this target population shall meet one or more of the following criteria:
      a.) As a result of the mental disorder, the child has substantial impairments in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the community and either of the following:
         (i) The child is at risk or removal from home or has already been removed from the home.
         (ii) The mental disorder and impairments have been present for more than six months or are likely to continue for more than one year without treatment.
      b.) The child displays one of the following: psychotic features, risk of suicide or risk of violence due to a mental disorder.
      c.) The child has been assessed and determined to have an emotional disturbance.

2. Seriously mentally ill adults – a mental disorder that is severe in degree and persistent in duration, which may cause behavioral functioning which interferes substantially with the primary activities of daily living, and which may result in an inability to maintain stable adjustment and independent functioning without treatment, support, and rehabilitation for a long or indefinite period. Serious mental disorders include, but are not limited to, schizophrenia, bipolar disorder, post-traumatic-stress disorder, as well as major affective disorders or other severely disabling mental illnesses. Members of this target population shall meet all the following requirements:
    a.) The person has a mental disorder as identified in the most recent DSM, other than a substance use disorder or developmental disorder or acquired traumatic brain injury, unless that person also has a serious mental illness.
    b.) As a result of the mental disorder, the person has substantial functional impairments or symptoms, or psychiatric history demonstrating that without treatment there is an imminent risk of decompensation to having a substantial impairment or symptoms.
    c.) As a result of a mental functional impairment and circumstances, the person is likely to become so disables as to require public assistance, services, or entitlements.

C. All services are to be provided within Mariposa County, unless otherwise preauthorized by Mariposa County Behavioral Health and Recovery Services (MCBHRS).
D. Contractors must adhere to all Current Procedural Terminology (CPT) coding requirements as outlined in the MCBHRS Documentation Manual.
    1. CPT codes are used by healthcare professionals for coding medical services and procedures.

III. <u>Hours of Operation:</u>

A. Contractor agrees to offer equal availability and accessibility of services to both commercial enrollees and Medi-Cal enrollees. Contractor shall offer hours of operation for Medi-Cal enrollees that are no less than hours of operation offered to commercial enrollees.
B. Clients who are in need of crisis evaluations are to be referred to daytime or night-time MCBHRS crisis workers, unless the crisis can be handled by the contractor in the office. 5150 holds on clients cannot be completed by contractor. For all crisis evaluations MCBHRS crisis worker and/or Sheriff Department must be notified. The crisis line numbers for MCBHRS are (209) 966-7000 or (800) 549-6741. All clients are to be seen in a location that is appropriate for therapy and convenient to the client. Services are primarily to be provided in office, home or via telehealth. If a client has a circumstance that is most appropriate to be seen out of Mariposa County, approval must be obtained prior to service delivery.
C. The contractor agrees to notify MCBHRS by calling the Quality Assurance Supervisor and notifying him/her of the temporary inability to accept new Medi-Cal clients. This suspension of referrals will exist until contractor notifies MCBHRS that new referrals can be accepted. If a contractor does not accept new referrals for a period of six-months the contract will be reviewed and, at the discretion of

MCBHRS, the contract may be terminated, unless it can be shown that extenuating circumstances exist requiring the contractor to stop taking referrals.

IV. Service Description:

A. Recovery Model/Evidence Based Practices:

1. Contractor shall provide Recovery Model, client centered and culturally competent services that support achieving their identified goals, which focuses primarily on symptom reduction.

B. Referral Protocol:

1. MCBHRS will use the Mariposa County Bi-Directional Referral process.
2. MCBHRS will contact the contractor once California Medi-Cal has been confirmed.
3. Within five (5) calendar days of the initial contact from MCHBRS, the Contractor must have made three (3) attempts at contacting the client and documenting the attempts, with communication notes, in the electronic health record system.
    a.) If contact between the client and the contractor cannot be made within the 5 calendar days.
    b.) If contact between the client is made with the contractor, the contractor is required to contact the county within one (1) business day stating the date of the appointment.
4. MCBHRS will monitor the percentage of Bi-Directionals that are sent back to County. If the Contractor hits 25% of the Bi-Directionals sent back to the County, MCBHRS will re-evaluate the contract provider's effectiveness.

C. Service Delivery:

1. CONTRACTOR agrees to provide services to clients in accordance with legal and ethical standards as prescribed by all professional, federal, state, and/or local regulatory and statutory requirements.
2. Services will be provided by telehealth or in person weekly, however, no less frequent than 1x per month, or services may be provided more often if clinically indicated.
3. Duration of encounters are to include only face to-face direct client service time. Travel time and documentation time are no longer billable and ***must not*** be included in the encounter duration but should be documented within the note.
4. Duplicate services provided to the same client on the same day must be pre-approved by Quality Assurance.
5. If the contractor is unable to get hold of a client, at least three attempts must be made and documented in the EHR as a communication note. If contractor is unable to contact and schedule the client within 30 days of the last provided service, a "Request to send NOABD 5" to-do must be sent to Medical Records to begin the discharge process.
6. All services must be provided and documented in accordance with the documentation and service delivery outlined in the MCBHRS Documentation Manual.

7. Any chart found to be out of compliance with the MCBHRS Documentation Manual is subject to a corrective action plan. Any documentation that is considered fraud, waste or abuse is subject to recoupment.
8. Contractor shall ensure all services shall be delivered in a manner that respects the client's gender, language, ethnicity, spiritual beliefs, sexual orientation, and physical abilities. Contractor shall assure all clinical staff abides by the National Standards for Culture and Linguistic Appropriate Services.
9. Contractor shall assure Limited English Proficient (LEP) individuals have free language assistance services and be informed how to access such services.

V. Provision of Services:

A. Mental Health Assessments:

1. Contractor may complete initial assessments.
    a.) If the client does not meet medical necessity, then the contractor will refer the client to their managed care plan through the completion of the Transition of Care Tool as well as the "Request to send NOABD 3" to-do template and submit to Medical Records. Medical Records staff will provide the client with a Notice of Adverse Benefit Determination (NOABD) and close the client 10 days later.
2. Assessment documentation must meet all Medi-Cal required elements in coordination with the MCBHRS Documentation Manual.
3. Assessments must be completed and finalized within 30 days.
4. Assessments must be signed and dated when completed by the provider and signed by a co-signer if applicable.
5. Diagnosis from the most current DSM must be documented in the mental health assessment.
6. All youth clients, ages six to twenty, need to have a Child Adolescent Needs and Strengths (CANS) and a Pediatric Symptom Checklist (PSC-35), ages 4 to 17 years old, evaluation completed during the mental health assessment, quarterly, and upon discharge.
7. Additional assessment tools should be completed when applicable and include the Patient Health Questionnaire (PHQ-9) to assess depression and the (GAD-7) to assess anxiety.
8. All clients must be re-assessed in accordance with the MCBHRS Documentation Manual.
    a.) when clinically appropriate and/or
    b.) at any point in treatment if the client needs or functioning level changes.

B. Problem List

1. Contractor will maintain a problem list, in accordance with the MCBHRS Documentation Manual for each client.
2. Contractor will review the problem list at every encounter and update as needed throughout treatment.

C. Treatment Plans:

1. Contractors must complete an "Initial Plan Development" encounter within 60 days of the initial assessment appointment for every new client.
2. Problem lists have replaced the requirement for treatment plans in most scenarios except the following:

a.) Short-Term Residential Therapeutic Programs (STRTP's),
b.) Case Management,
c.) Intensive Care Coordination (ICC),
d.) Intensive Home-Based Services (IHBS),
e.) Therapeutic Behavioral Services (TBS),
f.) Therapeutic Foster Care (TFC).
g.) Full-Service Partnership (FSP)

3. When the clinician of record identifies the need for one of the services listed above, a treatment plan will need to be created prior to services being provided.
4. A treatment plan is not considered complete unless signed by the provider and the client or authorized representative.
    a.) There must be documentation of the client's participation in and agreement with the plan. The client's signature and documentation that the client was offered a copy of the plan are required elements in treatment plan documentation.
5. All clients receiving STPTP, case management, ICC, IHBS, TBS, TFC, and FSP must have a treatment plan prior to services being provided.
6. All the above-mentioned services provided must be indicated on the treatment plan to be a billable service.
7. Contractor will be responsible for ensuring all services on the treatment plan are occurring at the frequency indicated on the treatment plan.
8. Treatment plans must be documented in accordance with the MCBHRS Documentation Manual.

D. **Ongoing Documentation Requirements**:
    1. Notes shall be documented within 72 hours of the provided service.
        a.) Entries made after 72 hours of provided service must be labeled as a "Late Entry".
        b.) "Late Entry" notes **must** contain a brief description of why the note is late and must be co-signed by a supervisor.
    2. If at any point, a client no longer meets medical necessity, contractor will proceed with discharging the client as outlined below and in accordance with the MCBHRS Documentation Manual.
    3. All encounter notes must contain the required documentation as outlined in the MCBHRS Documentation Manual and each note must describe how and why the service was medically necessary.

E. **Discharges/NOABD's:**
    1. Contractor will complete a "Request to send NOABD 5" to-do template to Medical Records staff in accordance with the MCBHRS Documentation Manual.
    2. NOABD's will be utilized in accordance with the Notice of Adverse Benefit Determination P&P.
    3. Discharges are not claimable to Medi-Cal.

F. All records for clients must be kept with the Electronic Health Record (EHR) system. The client's chart must reflect documentation in accordance with the most recent

version of the MCBHRS Documentation Manual. This will be monitored by the QA Unit.

G. Any chart found to be out of compliance with the provision of services listed above is subject to a corrective action plan.

VI. Staff Qualifications & Clinical Supervisions:

A. Staff Qualifications are dictated by the following standards and scope of practice as defined by the California Code of Regulations, Title 9 and by MCBHRS. Information provided in this Exhibit is provided as a reference only and is not intended to set forth all the definitions and requirements in the California Code of Regulations, Title 9. Contractor shall adhere to applicable laws, regulations, and policies and procedures governing the delivery of services under this Agreement.

B. **LPHA**[1]**:** A "Licensed Practitioner of the Healing Arts" possesses a valid California clinical licensure in one of the following professional categories:
   1. Licensed Professional Clinical Counselor[2]
   2. Licensed Clinical Social Worker[3]
   3. Licensed Marriage and Family Therapist[4]

C. **LPHA** Approved Activities:
   1. Can function as a "Head of Service" on agency application.
   2. Can authorize services as directed by MCBHRS.
   3. Can conduct comprehensive assessments and provide a diagnosis without co-signature (except for RN staff, as providing a mental health diagnosis is out of their scope of practice unless extended through a standardized procedure).
   4. Can co-sign the work of other staff members within their scope of practice.
   5. Can claim for all services categories within their scope of practice (example, a psychiatrist and registered nurse can claim for Medication Support Services, however, psychologist, LCSWs and MFTs cannot)

D. Registered Psychologist or Psychological Assistants, Registered Associate Marriage Family Therapist, Interns and Associate Social Workers may perform the following activities under the supervision of a licensed professional within their scope of practice:
   1. Cannot function as the Head of Service unless they meet qualifications dictated by the California Code of Regulations.[5]
   2. Can authorize services as directed by MCBHRS.
   3. All assessments and diagnosis must have a co-signature by a LPHA.
   4. Can claim for all Mental Health Services and Targeted Case Management within their scope of practice.

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[1] CCR, Title 9, Chapter 11, Section 1830.215 and Section J (4e) Non-Hospital Chart Review-EPSDT Reviews FY 06-07

[2] Welfare & Institution Code 5600(a), Business and Professional Code 2902 , CCR, Title 9, Chapter 11, Section 624 and CCR, Title 9, Chapter 3.5 Section 782.4

[3] Welfare & Institution Code 5600(a), Business and Professional Code 4996, CCR, Title 9, Chapter 11, Section 625 and CCR, Title 9, Chapter 3.5 Section 782.48

[4] Welfare & Institution Code 5600(a), Business and Professional Code 4980, CCR, Title 9, Chapter 11, Section 626 and CCR, Title 9, Chapter 3.5 Section 782.32

[5] CCR, Title 9, Chapter 3, Section 620(f) and Section 622

5. Cannot hold themselves out as independent practitioners and claim as an Enrolled Network Provider.[6]

E. Contractor shall utilize staff that are licensed or registered with the BBS.
    1. Contractor shall provide MCBHRS with the NPI numbers and license numbers for all providers.
    2. Contractor shall provide a copy of all applicable CEU's within 30 days of acquisition.
    3. Student interns employed by contract can only provide services consistent with the "other qualified provider" as outlined in the MCBHRS Documentation Manual.
    4. All services provided by a Student Intern must have a Licensed Practitioner of the Healing Arts (LPHA) co-signature. Any services that are not cosigned are eligible for recoupment in an audit.
        a.) Student interns employed by contract can only provide services consistent with the "other qualified provider" as outlined in the MCBHRS Documentation Manual.
F. Contractor is authorized to utilize Rehabilitation Specialists who meet the qualifications outlined in Title 9, Section 630.
G. The contractor is responsible for clinical supervision of providers.
H. All contractor employees providing services or supervising services will have and maintain all necessary licenses, permits and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules and regulations.
    1. All owners/supervisors/managers must submit a Medi-Cal disclosure statement of direct or indirect ownership, interest, control, and relationship information for persons who have an ownership or a controlling interest of the Contractor.
        a.) These must be submitted to the County annually and updated within 35 days after any changes in ownership occur.
I. No "sanctioned employees" (individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Care Services, or any list published by the Federal Office of Inspector General regarding the sanctioning, suspension or exclusion of individuals or entities from the federal Medicare and Medicaid programs) shall be employed in any capacity.
J. All staff shall provide proof of appropriate license and/or board certification as required for type of provider, evidence of graduation, proof of medical residency (if applicable), and evidence of continuing education as required by provider type.
K. Contractors are required to check the following databases for current licensure and exclusions of staff monthly or provide Quality Assurance with applicable provider information for county to check. If any provider is found to be excluded, contractor will notify Quality Assurance Supervisor.
    1. Contract doing provider checks, must check the following databases:
        a.) https://exclusions.oig.hhs.gov
        b.) b. https://oig.hhs.gov/exclusions/waivers.asp
        c.) c. https://files.medi-cal.ca.gov

[6] Business and Professions Code Section 4996.14 and 4996.18(d)

d.) d. https://bbs.ca.gov
e.) e. https://ccapp.us (SUD staff only)
f.) f. https://nppes.cms.hhs.gov/nppesregistry/npiregistryhome.do
g.) g. https://dmf.ntis.gov/

2. County doing provider checks, contractor must submit the following information for each provider:
    a.) Full Name
    b.) National Provider Index (NPI) Number
    c.) License Number (as applicable)
    d.) Social Security Number
    e.) Date of Birth

VII. Provision of Informing Material:

A. The following information must be posted in the lobby of all contract providers:
    1. Client Problem Resolution Process
    2. Grievance/Appeal forms with self-address envelopes
    3. MCBHRS Brochure
    4. Advance Directive Brochure
    5. Notice of Privacy Practices (NPP)
    6. Beneficiary Handbook
    7. Client's Rights Poster
    8. Equal Opportunity
    9. Notice to clients that there is assistance to complete forms (as needed)
    10. Language assistance is free of charge.
    11. Non-discrimination notice in English
    12. Early Periodic Screening Diagnosis and Treatment/Therapeutic Behavioral Services (EPSDT/TBS)
    13. Change of Provider Form
    14. Second Opinion Request

B. The following information must be documented as being offered to the Medi-Cal beneficiary upon entering services and upon request:
    1. Demographic Information
    2. Client's Rights and Privileges of Confidentiality
    3. Client Problem Resolution Process
    4. MCBHRS Mental Health Provider Directory for Specialty Mental Health Services
    5. Advanced Directive Notices Information (Adults Only)
    6. Notice to Medi-Cal Beneficiaries
    7. Acknowledgement of Receipt of the NPP.
    8. Payment Policy
    9. Beneficiary Handbook (in English and Large Print) (The website allows computers with screen reader or text-to-speech software to read the materials to sight-impaired people).

C. The following information must be documented as being offered to the Medi-Cal beneficiary at least annually:
    1. Notice of Privacy Practices (NPP)

2. Beneficiary Handbook

D. The above information also must be available in easily accessible locations at all provider sites, so that the beneficiary does not have to ask anyone to get them.

VIII. Mandatory Meetings and Training:

A. Contractor will attend monthly meetings with MCBHRS, and any additional trainings and meetings deemed necessary by MCBHRS.

B. Contractor agrees to complete annual HIPAA and Federal Tax Intercept training and comply with the mandates set forth.

C. Contractor will receive annual compliance and MCBHRS Documentation Manual training.

D. Contractor shall ensure staff be required to attend a minimum of one MCBHRS cultural competency training each year or provide documentation of attendance to a cultural competence training of like nature each year.

E. Contractor shall not be compensated for training hours and will not be charged for attendance to county hosted mandatory trainings.

F. **CANS-50:** If contractor is accepting clients under the age of 20, a current CANS-50 certificate must be on file for each provider.

1. CANS training is reimbursable for training time and certification costs. Contractor will invoice this training separate of service invoices.

IX. Quality Assurance:

A. All Medi-Cal Contractors are to conduct internal Medi-Cal Quality Assurance and compliance reviews.

B. CONTRACTOR will adhere to the following requirements around internal quality assurance and compliance reviews:

1. Maintain triennial site certification through MCBHRS.
2. Abide by all federal, state, and local laws and regulations. Contractor agrees to provide services to clients in accordance with legal and ethical standards as prescribed by all relevant professional, federal, state and/or local regulatory and statutory requirements.
3. Audit for compliance with requirements outlined in Exhibits A, B, C,
4. Use MCBHRS chart audit tool within the EHR.
5. Conduct Chart audits on a monthly basis

C. MCBHRS Quality Assurance staff will review the Contractor Medi-Cal compliance review process, tools and results when conducting MCBHRS Medi-Cal compliance or other reviews.

D. The MCBHRS Compliance Committee has the responsibility of assuring that high quality services are provided to the beneficiaries in a safe, clean, cost effective and efficient manner (See MCBHRS Compliance Plan).

1. Contractor agrees to ensure:
    a.) Facility and services are accessible;
    b.) Facility is clean, sanitary, and in good repair;
    c.) Fire clearance updated on annually;
    d.) Services are meaningful and beneficial to the client;
    e.) Services are culturally and linguistically competent;
    f.) Contractor uses Interpreter Line when a client does not speak English and has need for another language;

g.) Services produce highly desirable results through the efficient use of resources;
h.) Services meet requirements for medical necessity;
i.) All PHI is properly stored and secured.

E. Contractor shall abide by the complete MCBHRS Compliance Plan that is designed to support and maintain a culture that promotes high standards of prevention, and the detection and resolution of conduct or procedures that do not adhere to local, state, and federal laws and regulations or to MCBHRS standards and policies. The Compliance Program is comprised of the documents in the Compliance Plan and MCBHRS Compliance Policies.
    1. If MCBHRS Deputy Director of Behavioral Health or Quality Assurance makes a finding that a Contractor may be deficient in rendering or managing care, or if other problem areas are discovered, procedures will be followed as outlined in the compliance plan. If these deficiencies or problem areas are verified, a plan of correction may be applied.
    2. County will suspend payments to Contractor if there are any credible allegations of fraud. 42 C.F.R. § 438.608(a)(8).
F. Contractor shall abide by the MCBHRS Policy and Procedure for Grievances and Appeals
    1. All grievances and appeals are to be called in to the QA Unit and forwarded immediately to MCBHRS. This is to be made clear to all clients through posting the Grievance and Appeal process in lobbies, providing access to forms and explanations in lobbies, having information in the Consumer Handbook, the beneficiary handbook, and a handout in the client packet (See Grievances and Appeals P&P).
G. The Compliance Officer will monitor beneficiaries' satisfaction with services they are receiving from Contractor. MCBHRS quality assurance staff will evaluate contract performance based on agreed upon measurable objectives as determined by client and clinician in the annual treatment plan.
H. Contractor shall abide by the complete Federal False Claims Act (31 U.S.C. sections 3729-3733) (**See Exhibit B**.)
I. Contractor shall abide by the complete MCBHRS Documentation Manual. The manual serves to ensure providers within MCBHRS meet regulatory and compliance standards of competency, accuracy, and integrity in the provision and documentation of their services.
J. All services will be documented using Medi-Cal and Medicare documentation rules, regardless of the funding source being billed and in accordance with the MCBHRS Documentation Manual.
K. Contractor not in compliance with MCBHRS Documentation Manual will have to provide a corrective action plan (CAP) and documentation found to be fraud, waste or abuse will be subject to payment recoupment, payment denial and/or termination of contract.
L. The Contractor agrees to notify MCBHRS at least four weeks prior to terminating services and to provide a minimum of fifteen days written notice to affected clients.
M. In the event that the contractor requires additional documentation training the Quality Assurance unit may provide this service at a rate of $80.00 per hour. This service

would include, but not be limited to, documentation support and training, chart auditing, specific coaching, and service corrections.

N. **Health Insurance Portability and Accountability Act of 1996 (HIPAA):**
    1. Contractor agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity CONTRACTOR performs on behalf of HHSA, to the extent HHSA would be required to comply with such requirements.
    2. Contractor shall ensure that all PHI (verbal, written or electronic) will be secured and protected.
    3. Contractor shall assure that Contractor, administrators, licensed employees, and case management staff take HIPAA training from HHSA prior to seeing clients.
    4. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA. Additionally, Contractor agrees to notify HHSA of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.
    5. Contractor shall abide by all HHSA Policies and Procedures and the Compliance Plan.
    6. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA.
    7. Contractor agrees to notify HHSA immediately of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.
    8. All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.

O. **HHSA Code of Conduct:**
    1. Contractor agrees to review, sign, and comply with MCBHRS Code of Conduct.

P. **HHSA Confidentiality Employee Statement:**
    1. Contractor agrees to review, sign, and comply with the MCBHRS Confidentiality Employee Statement.

Q. **Electronic Signature Policy:**
    1. Contractor agrees to review and comply with the Electronic Signature Policy.

R. **Client Surveys:**
    1. Contractor agrees to administer client satisfaction Performance Outcomes Quality Improvement surveys (CPS), CONTRACTOR will be advised of survey period in advance.

X. <u>Security Requirements:</u>

A. **Information Technology Infrastructure:**

1. Contractor will be proficient in MCBHRS electronic health record (EHR) system. Contractor is responsible for staff training in the use of EHR. Contractor shall maintain technology infrastructure to support effective use of the EHR. Contractor shall maintain a secure network for access.

B. The following is a general outline of the Security and Information Technology Requirements.
    1. Contractor shall submit all paper records to MCBHRS.
    2. Contractor shall assure that Contractor, administrators, licensed employees, and case management staff take HIPAA training from HHSA prior to seeing clients.
    3. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA. Additionally, Contractor agrees to notify HHSA immediately of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.
    4. All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.

Exhibit B
DEFICIT REDUCTION ACT – OBLIGATIONS OF COUNTY

In accordance with Section 1902(a) of the Social Security Act, the County provides the following detailed information about the Federal False Claims Act and the California False Claims Act.

THE FEDERAL FALSE CLAIMS ACT

The Federal False Claims Act ("FCA") helps the federal government combat fraud and recover losses resulting from fraud in federal programs, purchases, or contracts. 31 U.S.C. §§ 3729-3733.

I. Actions that violate the FCA include:

A. Knowingly submitting (or causing to be submitted) a false claim to the Government or the Armed Forces of the United States (the "Armed Forces") for payment or approval;
B. Knowingly making or using (or causing to be made or used) a false record or statement to get a false claim paid or approved by the Government;
C. Conspiring to get a false claim allowed or paid by the Government;
D. Delivering (or causing to be delivered) less property than the amount of the receipt, where the person with possession or control of the Government money or property intends to deceive the agency or conceal the property;
E. Making or delivering a receipt without completely knowing that the receipt is true, where the person authorized to make or deliver the receipt intends to defraud the Government;
F. Knowingly buying or receiving public property from an officer or employee of the Government or a member of the Armed Forces who has no legal right to sell or pledge the property; or
G. Knowingly making or using a false record to conceal, avoid, or decrease an obligation to pay money or transmit property to the Government.
H. "Knowing" and "Knowingly" means a person:
    1. Has actual knowledge of the information;
    2. Acts in deliberate ignorance of the truth or falsity of the information; or
    3. Acts in reckless disregard of the truth or falsity of the information. No proof of specific intent to defraud is required.
I. "Claim" includes any request or demand for money or property (including those made under contract) to the Government or to a contractor, grantee, or other recipient, if any portion of the requested money or property is funded by or will be reimbursed by the Government.

II. A person or organization may be liable for:

A. A civil penalty $5,500 to $11,000 for each false claim;
B. Three times the amount of damages sustained by the Government due to the violations; and
C. The costs of a civil suit for recovery penalties or damages.

III. The court may reduce the treble damages if:

A. The person committing the violation voluntarily disclosed all information known to him or her to the U.S. officials responsible for investigating false claims violations within thirty days of obtaining the information;
B. The person fully cooperated with any Government investigation; and

C. No criminal prosecution, or civil or administrative action had been commenced at the time of the person's disclosure, and the person had no actual knowledge of an investigation into such violation.

IV. Actions by Private Persons or *Qui Tam Plaintiffs*

A. An individual also has the right to file a civil suit for him or herself and for the Government. The suit must be filed in the name of the Government. The suit is filed and served on the Government. The suit and all information are filed under seal, and most remain under seal for at least sixty days. The suit may be dismissed only if the court and the Attorney General consent to the dismissal in writing.

B. If a *qui tam* plaintiff alleges a false claims violation, the complaint and a written disclosure of the evidence and information that the person possesses must be served on the Government. Once the action is filed, no person other than the Government is allowed to intervene or file a lawsuit based on the same facts.

V. Rights of the Parties to *Qui tam* Actions

A. If the Government decides to file a civil suit, it assumes responsibility for prosecuting the action and is not bound by the acts of the *qui tam* plaintiff. However, the *qui tam* plaintiff has the right to continue as a party to the action, subject to certain limitations. If the Government decides not to file a civil suit, the *qui tam* plaintiff still has the right to proceed with a lawsuit. The Government can intervene later upon a showing of good cause.

VI. Award to *Qui tam* Plaintiff

A. If the Government prosecutes a case initiated by a *qui tam* plaintiff and obtains an award or settlement, the *qui tam* plaintiff will receive between 15 and 25 percent of the recovery, depending on his or her contribution to the case. If the case is based primarily on information other than the disclosures of the *qui tam* plaintiff, the award cannot be more than 10 percent of the recovery.

B. If the Government decides not to intervene and the *qui tam* plaintiff successfully litigates the action, he or she will receive between 25 and 30 percent of the award or settlement. In either case, the court will award the *qui tam* plaintiff reasonable expenses and attorney's fees and costs.

C. If the court finds that the *qui tam* plaintiff planned and initiated the violation upon which the civil suit was based, it may reduce the share of the recovery that the person would otherwise receive. If the *qui tam* plaintiff is convicted of criminal conduct, he or she will be dismissed from the lawsuit and will not receive any monetary award.

D. If the court finds the defendant not guilty and the claim frivolous in a suit conducted by a *qui tam* plaintiff, the court may award the defendant reasonable costs and attorney fees.

VII. Certain Actions Barred

A. An individual cannot bring a *qui tam* action against a member of Congress, a member of the judiciary, or a senior executive branch official based on evidence already known to the Government.

B. An individual cannot bring a *qui tam* suit based on allegations in a civil suit or an administrative proceeding in which the Government is already a party.

C. An individual cannot bring a *qui tam* action based on the public disclosure of allegations unless he or she is the original source (e.g., an individual with direct

and independent knowledge of the information on which the allegations are based who has voluntarily provided the information to the Government before filing a civil action). Public disclosure includes disclosure in a criminal, civil, or administrative hearing; in a congressional, administrative, or GAO report, hearing, audit, or investigation; or from the news media.

VIII. Whistleblower Protection

A. An employee who has been discharged, demoted, suspended, threatened, harassed, or in any way discriminated against by his or her employer because of involvement in a false claims disclosure is entitled to all relief necessary to make the employee whole, including:
B. Reinstatement with the same seniority status that the employee would have had but for the discrimination;
C. Two times the amount of back pay plus interest; and
D. Compensation for any special damage sustained because of the discrimination (including litigation costs and reasonable attorney's fees).
E. The protected false claims activities include investigation for, initiation of, testimony for, or assistance in a false claims action that has been or will be filed. An employee is entitled to bring an action in the district court for such relief.

THE CALIFORNIA FALSE CLAIMS ACT

The California False Claims Act ("CFCA") applies to fraud involving state, city, county or other local government funds. The CFCA encourages voluntary disclosure of fraudulent activities by rewarding individuals who report fraud and allowing courts to waive penalties for organizations that voluntarily disclose false claims. Cal. Gov't Code §§ 12650-12655.

IX. Actions that violate the CFCA include:

A. Knowingly submitting (or causing to be submitted) a false claim for payment or approval;
B. Knowingly making or using (or causing to be made or used) a false record or statement to get a false claim paid or approved;
C. Conspiring to get a false claim allowed or paid by the state or by any political subdivision;
D. Benefiting from an inadvertent submission of a false claim, subsequently discovering the falsity of the claim, and failing to disclose to the state or political subdivision within a reasonable time after discovery;
E. Delivering less property than the amount of the receipt, where the person has possession or control of public property;
F. Knowingly making or delivering a false receipt, where the person is authorized to deliver a document;
G. Knowingly buying or receiving (as a pledge of an obligation or debt) public property from any person who has no legal right to sell or pledge the property; or
H. Knowingly making or using a record to conceal, avoid, or decrease an obligation to pay money or transmit property to the state or local government.
I. "Knowingly" means the person or organization:
    1. Has actual knowledge of the information;
    2. Acts in deliberate ignorance of the truth or falsity of the information; or
    3. Acts in reckless disregard of the truth or falsity of the information. Proof of specific intent to defraud is not required.

J. "Claim" includes any request for money, property, or services made to the state or any political subdivision (or to any contractor, grantee, or other recipient), where any portion of the money, property, or services requested was funded by the state or any political subdivision.
    1. The maximum civil penalty is $10,000, per claim. Persons who violate the CFCA may be liable to the state for three times the amount of damages that the state sustains because of the violation. The court can waive penalties and reduce damages for CFCA violations if the false claims are voluntarily disclosed.
    2. The CFCA does not apply to false claims of less than $500. Lawsuits must be filed within three years after the violation was discovered by the state or local official who is responsible for investigating the false claim (but no more than ten years after the violation was committed.)

X. Private or *Qui Tam* Actions/Whistleblower Provisions

A. Individuals (or qui tam plaintiffs) can sue for violations of the CFCA. Individuals who bring an action under the CFCA receive between 15 and 33 percent of the amount recovered (plus reasonable costs and attorney's fees) if the state prosecutes the case, and between 25 and 50 percent (plus reasonable costs and attorney's fees) if the qui tam plaintiff litigates the case on his or her own.
B. An individual cannot file a lawsuit based on public information, unless he or she is the original source of the information.
C. The CFCA bars employers from interfering with an employee's disclosure of false claims. Employees who report fraud and consequently suffer discrimination may be awarded (1) two times their back pay plus interest, (2) reinstatement at the seniority level they would have had except for the discrimination, (3) compensation for any costs or damages they have incurred, and (4) punitive damages, if appropriate.

XI. Liability to the State or Political Subdivision

A. A person or organization will be liable to the state or political subdivision for:
B. Three times the amount of damages that the state or local government sustains because of the false claims violations;
C. The costs of a civil suit for recovery of damages; and
D. A civil penalty of up to $10,000 for each false claim.

XII. Certain Actions Barred

A. An individual cannot bring a *qui tam* suit based on allegations in a civil suit or an administrative proceeding in which the state or political subdivision is already a party. An individual cannot file a lawsuit based on the public disclosure of allegations unless he or she is the original source (e.g., an individual with direct and independent knowledge of the information on which the allegations are based). Public disclosure includes disclosure in a criminal, civil, or administrative hearing; in an investigation, report, hearing, or audit conducted by or at the request of the Senate, Assembly, auditor, or governing body of a political subdivision; or by the news media.

XIII. Awards

A. If the state or political subdivision prosecutes a case initiated by a *qui tam* plaintiff and obtains an award or settlement, the *qui tam* plaintiff receives between

15 and 33 percent of the recovery (plus reasonable costs and attorney's fees), depending on his or her contribution to the case. If the state or political subdivision decides not to file a lawsuit and the *qui tam* plaintiff successfully litigates the action, the *qui tam* plaintiff receives between 25 and 50 percent of the award or settlement. Employees who participated in fraudulent activities are not guaranteed any recovery. If the court finds the defendant not guilty and the claim frivolous in a suit conducted by a *qui tam* plaintiff, the court may award the defendant reasonable costs and attorney fees.

XIV. Whistleblower Protection

A. Employers are prohibited from:
B. Making or enforcing any type of rule or policy that prevents an employee from disclosing information to a government or law enforcement agency, or from investigating, initiating, testifying, or otherwise assisting in a false claims action; or
C. Discharging, demoting, suspending, threatening, harassing, denying promotion to, or in any other manner discriminating against an employee because of his or her involvement in a false claims action.

XV. Liability of Employer

A. An employer who interferes with an employee's disclosure of false claims will be liable to the employee for all relief necessary to make the employee whole, including:
B. Reinstatement with the same seniority status that the employee would have had except for the discrimination;
C. Two times the amount of back pay plus interest;
D. Compensation for any special damage sustained as a result of the discrimination; and punitive damages where appropriate.

XVI. Limitations on Eligibility of Employees for Damages

A. If an employee's conduct has resulted in a false claim being submitted to the state or a political subdivision, and the employee has been discriminated against by his or her employer, he or she is entitled to remedies only if he or she voluntarily disclosed information to a government or law enforcement agency or assisted in a false claims action; and was coerced (either though harassment, threats of termination demotion, or other coercive actions) by the employer or its management into committing the fraudulent activity in the first place.

Exhibit C
PAYMENT TERMS AND CONDITIONS

I. Approved Services and Authorization Process:

A. Clients served under this Agreement must have prior authorization by Deputy Director of Behavioral Health before services are delivered. The Deputy Director, Quality Assurance Supervisor, or designee will authorize type of service and the duration of service being delivered.

II. Monthly Invoicing and Payment:

A. The rate and terms of payment shall be as set forth below. Any modification of the rate changes shall not be binding unless a written amendment to the Agreement is executed by the parties.

B. Contractor shall submit invoices in a form approved by HHSA no later than thirty (30) days after the last day of the month in which those services were provided. Invoices submitted prior to the end of the billing period will be returned to Contractor for resubmission.

C. The County shall not be obligated to pay Contractor for services which are the subject of any bill submitted more than sixty (60) days after the last day of the month in which those services were provided or more than thirty (30) days after the Agreement terminates, whichever is earlier.

D. Notwithstanding the above, Contractor will submit invoices within ten (10) days of the end of The County fiscal year, June 30th of the current year.

E. All payment invoices shall be submitted to the following address:

Mariposa Behavioral Health and Recovery Services
PO Box 99
Mariposa, CA 95338

F. Final approved services must be submitted on an itemized invoice.

G. Services that are not in finalized format will not qualify for reimbursement.

H. Contractor may appeal a denied or modified request for payment authorization or a dispute concerning the processing or payment of a provider's itemized invoice.

I. HHSA Contractors may utilize the Provider Problem Resolution and Appeal Processes, includes.

a.) A written appeal shall be submitted to HHSA within 90 calendar days of the date of receipt of the non-approval of payment or within 90 calendar days of HHSA's failure to act on the request in accordance with the time frames required by Sections 1820.220 or 1830.250 or established by HHSA pursuant to Section 1830.215.

b.) HHSA shall have 60 calendar days from its receipt of the appeal to inform the provider in writing of the decision, including a statement of the reasons for the decision that addresses each issue raised by the provider, and any action required by the provider to implement the decision.

(i) If the appeal concerns the denial or modification of the HHSA payment authorization request, HHSA shall utilize personnel not involved in the initial denial or modification decision to determine the appeal decision.

c.) If the appeal is not granted in full, the provider shall be notified of any right to submit an appeal to the Department of Health Services (DHCS) pursuant to Section 1850.320.

d.) If applicable, the provider shall submit a revised request for HHSA payment authorization within 30 calendar days from receipt of the HHSA's decision to approve the HHSA payment authorization request.

e.) If applicable, HHSA shall have 14 calendar days from the date of receipt of the provider's revised request for HHSA payment authorization to submit the documentation to the Medi-Cal fiscal intermediary that is required to process the HHSA payment authorization.

2. If HHSA does not respond within 60 calendar days to the appeal, the appeal shall be considered denied in full by HHSA.

III. <u>Medi-Cal Requirements and Payment Limitations:</u>

A. Contractor agrees to participate fully in the Medi-Cal Specialty Mental Health program and will provide County with all documentation needed to enable the County to submit claims for services provided by Contractor to Medi-Cal beneficiaries.

B. Contractor's Approved Procedure Codes and Provisional Rates for Specialty Mental Health Services:

1. When billing the County for authorized services provided to County clients, Contractor will use the appropriate CPT coding as outlined in Exhibit A, item #2. Program Description.

a.) Contractors billing more than one service in a day to the same client must adhere to the requirements outlined in the MCBHRS Documentation Manual around which CPT codes are allowed to be billed together.

C. Contractors will be reimbursed at the rates listed below by practitioner type (as outlined in the MCBHRS Documentation Manual) and based on documentation in the Electronic Health Records System:

Provider Type	Face to Face Individual Therapy & Collateral &Case Management & ICC & Crisis	Family Therapy & Group Therapy	Rehab Groups
LPHA (MFT LCSW LPCC)/ Intern or Waivered LPHA (MFT LCSW LPCC)	$175.00	$185.00	$185.00
Mental Health Rehab Specialist	$95.00	$105.00	$105.00
Other Qualified Providers - Other Designated MH staff that bill medical	$95.00	$105.00	$105.00

A. As a result of state and federal audits, any recoupment of funds by DHCS for contractor services are subject to recoupment from the contractor.

1.Recoupment will be based on Fraud, Waste, and Abuse as outlined in the MCBHRS Documentation Manual**.**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/28/2024

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
Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA
5 Concourse Parkway
Suite 2150
Atlanta GA, 30328

CONTACT NAME:
PHONE (A/C, No, Ext): (888) 202-3007 **FAX (A/C, No):**
E-MAIL ADDRESS: contact@hiscox.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hiscox Insurance Company Inc	10200
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Transformations Counseling & Community Services
5010 Hwy 140
Mariposa, CA 95338

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: X POLICY PRO-JECT LOC OTHER:	Y		P100.205.715.4	04/13/2024	04/13/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ S/T Gen. Agg.
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(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	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The County of Mariposa, its officials, employees & volunteers are included as additional insureds with respect to general liability. Insurance is primary and nonco ntributory, and waiver of subrogation applies, when required in written contract per policy provisions, conditions, and exclusions. Waiver of provisions, conditions and exclusions.

CERTIFICATE HOLDER
County of Mariposa
P.O. Box 905
Mariposa, California 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

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Insurer: Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004
NAIC #: 18058

Contact: CPH Insurance, 800-875-1911, info@cphins.com

Certificate of Liability Insurance

Date issued: 06/18/2024

Named Insured:

Transformations Counseling & Community Service
Christine L
51816 Rd 426,
Oakhurst, CA 93644

Policy #: AR168181
Policy Term: 04/02/2024 - 04/02/2025

Covered Locations

Professional Liability: Portable Coverage, not location specific

Coverage Type (Occurrence Form)	Limits of Liability (Per Claim/Total Per Year)
Professional Liability	$1,000,000/$5,000,000
Supplemental Liability	$1,000,000/$5,000,000
Licensing Board Defense	$35,000
Commercial General Liability	N/A
Fire/Water Legal Liability	N/A
Business Personal Property	N/A
Sexual Abuse/Molestation Defense	Unlimited Defense Coverage *(for false allegations)*
Cyber Liability (Claims Made Retroactive Date: 04/02/2022)	15,000

Certificate Holder

County of Mariposa
Beth Alexander
5362 Lemee Ln
Mariposa, CA 95338

Notice of Cancellation will only be provided to the first named insured in accordance with policy provisions, who shall act on behalf of all additional insureds with respect to giving notice of cancellation

☐ *Certificate holder added as Additional Insured*

C. Philip Hoban

Authorized Representative

Disclaimer: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The Certificate of Insurance does not constitute a contract between the issuing insurer, authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

July 20, 2023

For Informational Purposes
35686 HWY 41 STE C
COARSEGOLD CA 93614-8744

Account Information:

Policy Holder Details :	**Transformations Counseling & Community Services**

Contact Us

Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/20/2023

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.

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PRODUCER	CONTACT NAME:	
PRESIDIO FIN AND INS SOLUTIONS 72256527 31365 OAK CREST DRIVE 225 WESTLAKE VILLAGE CA 91362	PHONE (A/C, No, Ext): (805) 499-7300	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Hartford Casualty Insurance Company	29424
INSURED	INSURER B :	
TRANSFORMATIONS COUNSELING & COMMUNITY SERVICES 35686 HWY 41 STE C COARSEGOLD CA 93614-8744	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/Y YYY)	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)	
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	
	☐ DED ☐ RETENTION $							
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A		72 WEC AL9NES	07/14/2023	07/14/2024	X PER STATUTE ☐ OTH-ER	
	Y/N ☐						E.L. EACH ACCIDENT	$1,000,000
							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)**

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

For Informational Purposes
35686 HWY 41 STE C
COARSEGOLD CA 93614-8744

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

Susan L. Castaneda

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-286

MEETING: July 2, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve the Option to Purchase Hanger #52 at the Mariposa-Yosemite Airport; and Authorize the Board of Supervisors Chair to Sign the Agreement and Any Other Documents Necessary to Execute the Sale (Subject to Approval as to Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Approve the Option to Purchase Hanger #52 at the Mariposa-Yosemite Airport; and Authorize the Board of Supervisors Chair to Sign the Agreement and Any Other Documents Necessary to Execute the Sale (Subject to Approval as to Form by County Counsel).

Hangar #52 is a 1,591-square-foot hangar owned by Greg and Bonnie Bean. They received a bona fide offer of $45,000 from Airborrn Aviation Services to purchase the hangar. In accordance with the lease agreement, Mariposa County has the first right of refusal to purchase the hangar at the offered price. The Board of Supervisors allocated $40,000 of ARPA funds for the purchase of airport hangars. The additional $5,000 needed for the purchase would be paid from the airport enterprise fund. At current lease rates, the airport enterprise fund would recover the $5,000 investment in less than two years. After that, leasing the hangar is expected to generate an additional $5,000+ per year in revenue for the airport enterprise fund.

Public Works Staff recommends purchasing Hangar #52 at the Mariposa-Yosemite Airport.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the purchase of Hangar #47 (current Hangar #50) in 1997 (RES 97-29)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board of Supervisors could decline to purchase the hangar, and the hangar would be sold to Airborrn Aviation.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Greg Bean Letter 5.10.24

2. **Hangar 52 Purchase Letter**
3. **RES 97-29**
4. **FY23 Budget Narrative**
5. **Airborrn Aviation Offer Letter**

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

May 10, 2024

Mariposa County

Public Works Department

Director Hansen,

I would like to sell hangar 52 at the Mariposa Airport. I am asking $40000.

Greg Bean

4913 Sierra Pines Dr.

Mariposa, CA 95338

209-966-4646

MARIPOSA COUNTY
DEPARTMENT OF PUBLIC WORKS

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

TEAM, SERVICE, STEWARDSHIP

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

May 20, 2024

Greg Bean
4913 Sierra Pines Drive
Mariposa, CA 95338

RE: Hangar 52 Mariposa-Yosemite Airport

Dear Mr. Bean

I have received your letter dated May 10, 2024, regarding your intention to sell your hangar situated at ground space 52 of the Mariposa-Yosemite Airport. Mariposa County hereby asserts its First Right of Refusal as outlined in Section 20 of the Lease Agreement for Mariposa-Yosemite Airport Ground Space, which was mutually agreed upon between you and Mariposa County on April 1, 2015. Section 20 of the lease agreement stipulates:

> *FIRST RIGHT OF REFUSAL: At the expiration of this AGREEMENT or if extended pursuant to Paragraph above, or upon earlier termination, COUNTY will have first right of refusal for purchase of the hangar structure if and when it is offered for sale by the present owner. The COUNTY will be allowed sixty (60) days to exercise that option to allow for Board consideration and financing options. COUNTY shall have the right to purchase the hangar located on space numbers specified in Paragraph 1 from LESSEE at the then fair market value as determined by an appraisal. The value of County owned site improvements, including paving, shall not be included in the fair market value of the hangar. Each party shall select an appraiser and those two appraisers shall select a third appraiser, who shall prepare an appraisal and whose appraisal shall be binding on all parties. All costs of the appraisal shall be shared equally between LESSEE and COUNTY. If during the term of this AGREEMENT or any extensions or holding over, LESSEE desires to sell the hangar located in space number specified in Paragraph 1, and obtains a bona fide offer, LESSEE shall give COUNTY the first right of refusal to purchase the hangar at the offered price. The COUNTY will be allowed sixty (60) days to exercise that option to allow for Board consideration and financing options. If LESSEE desires to sell the hangar and has no bona fide offer, LESSEE shall offer to sell the hangar to COUNTY at the then fair market value as determined in Paragraph 1 above, before offering the hangar for sale to others.*

Mariposa County intends to exercise its right to purchase the hangar. Your letter specifies an asking price of $40,000 for the hangar. If you have received a bona fide offer, please kindly forward a copy of the offer to my attention at Mariposa County Public Works. Alternatively, if you have not yet received a bona fide offer, please promptly reach out to Mariposa County Public Works to initiate the process of having the hangar appraised.

Sincerely,

Shannon Hansen, Director
Public Works and Transportation

Enclosures: Greg Bean Letter Dated May 10, 2024
Lease Agreement for Mariposa-Yosemite Airport Ground Space 52

LEASE AGREEMENT FOR
MARIPOSA-YOSEMITE AIRPORT GROUND SPACE

This AGREEMENT is entered into on the most recent date last below written by and between the County of Mariposa, a political subdivision of the State of California, through its Public WorksDepartment, herein referred to as "COUNTY," and **Greg D. AND Bonnie L. Bean** , hereinafter referred to as "LESSEE".

1. **PREMISES:** COUNTY hereby leases to LESSEE, and LESSEE hereby leases from the COUNTY, ground space number **52,** located at the Mariposa-Yosemite Airport (Airport), consisting of **1,512** square feet, and described in Exhibit "A" attached hereto, hereinafter referred to as the "PREMISES".

2. **TERM:** The term of this AGREEMENT shall commence on **April 1, 2015**, regardless of the date of execution, and shall expire on **December 31, 2025**.

3. **RENT:** LESSEE agrees to pay to COUNTY the sum of **$36.00** per month, as and for rental payment for the PREMISES. The payment shall be made on the first day of each calendar month during the term hereof and shall be payable in advance. Rental payments shall be mailed to Mariposa County Department of Public Works, 4639 Ben Hur Road, Mariposa, CA 95338.

4. **RENTAL LEASE ADJUSTMENTS:** The amount for rental payments specified for this year may be adjusted annually, at the discretion of the County, for the ensuing fiscal year to reflect the Consumer Price Index (CPI) prepared by the United States Department of Labor, Bureau of Labor Statistics, using the weighted average of CPI (all urban consumers for the State of California). The amount of increase shall be based on the CPI or 2%, whichever is less. The maximum increase shall not exceed 2% in any one year.

5. **UTILITIES:** LESSEE shall pay for water, sewer, gas, heat, light, power, telephone service, and all other utility services used by the LESSEE, including the cost of installation and maintenance thereof, if any, after prior notice to LESSEE of the costs to be incurred and LESSEE agrees to continue with said rental.

6. **HANGAR:** LESSEE shall provide or construct a hangar for the storage of aircraft owned or operated by LESSEE on the PREMISES, which must be approved in advance by the Public Works Director or his/her designee, and shall be so constructed as to be removable. The hangar must be placed in accordance with the site plan approved by the Public Works Department. Any variations from the conditions contained in this paragraph shall be mutually agreed upon, in writing, between LESSEE and the Public Works Director. LESSEE shall provide COUNTY with as-built drawings of the hangar constructed on the PREMISES. Said IMPROVEMENTS must have been constructed and a Certificate of Completion issued by COUNTY or this AGREEMENT shall automatically terminate unless COUNTY and LESSEE mutually agree in writing to extend this AGREEMENT.

7. **USE:** LESSEE shall use the PREMISES solely for the storage of aircraft owned or operated by LESSEE, except as provided herein. LESSEE shall not use the PREMISES for any non-aeronautical use, including without limitation, (i) the storage of boats, automobiles, recreational vehicles, or other non-aviation items; and (ii) any residential use. LESSEE shall not use the PREMISES for the operation of any commercial business providing aeronautical products or services to Airport tenants or users without the prior written approval of the Public Works Director, or his/her designee. LESSEE may perform any services on its own aircraft with its own employees, including without limitation maintenance, repair and fueling; provided however, that any such activity shall be performed in compliance with any applicable rules imposed by COUNTY prior to or after the effective date of this AGREEMENT. LESSEE may obtain aeronautical products and services from any entity permitted by

COUNTY to supply the particular products or services at the Airport. LESSEE shall not utilize the PREMISES for any purpose which is in conflict with the Airport Rules and Regulations, Mariposa County Code, the Uniform Fire Code, the Uniform Building Code, FAA Rules and Regulations or any other applicable federal, state, or local laws, rules or regulations.

8. **ASSIGNMENT:** LESSEE shall not assign, sublet, or in any way hypothecate its interest in the PREMISES without the prior written approval of the Public Works Director, or his/her designee, which shall not be unreasonably withheld. Any such assignment, subletting or hypothecation without such consent shall be void and shall at the option of COUNTY terminate this AGREEMENT. In no event shall LESSEE be authorized to assign or sublet the PREMISES for any non-aeronautical use. In no event shall LESSEE cause any liens or other encumbrances to be placed on the PREMISES. The Public Works Director, or his/her designee, shall respond to LESSEE'S request, in writing, no later than ten (10) working days from the date the Public Works Department receives a written request from LESSEE.

9. **MAINTENANCE AND REPAIR:** LESSEE shall maintain the PREMISES in a neat and orderly condition free of any unsightly dirt, trash, or garbage, and shall keep the PREMISES clean and clear of oil, grease, and/or toxic chemicals. No hazardous or flammable materials in excess of a total of one gallon and in its original container will be stored within or about the PREMISES unless stored within an Environmental Protection Agency-approved or COUNTY Fire Chief-approved container or cabinet. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted to accumulate within or about the PREMISES. LESSEE shall not store fuel or any other flammable material in excess of five (5) gallons on the PREMISES outside the confines of the stored aircraft itself without prior written approval of the Public Works Director and the Mariposa County Fire Chief, or their respective designees.

LESSEE shall, at LESSEE'S sole cost and expense, maintain the PREMISES and all improvements now existing and hereafter erected thereupon, including site improvements, in good condition and repair, ordinary wear and tear excepted, and in accordance with all applicable rules, laws, ordinances, orders and regulations of relevant federal, state, county, and other governmental agencies and bodies. LESSEE shall promptly and diligently repair, restore, and replace as required to maintain or comply as above, or to remedy all damage to or destruction of all or any part of the improvements. In the event that LESSEE does not promptly repair any damage to the PREMISES, COUNTY reserves the right to make such repairs, at LESSEE's expense, which shall become due and immediately payable.

10. **ALTERATIONS:** No alterations shall be made to the PREMISES without the prior written approval of COUNTY. Prior to such approval, COUNTY and LESSEE shall agree in writing as to whether the alterations, at the end of the term of this AGREEMENT, shall become the responsibility and property of COUNTY or shall be removed by LESSEE at LESSEE's expense.

11. **RIGHT TO INSPECT:** COUNTY or COUNTY's duly authorized agent shall have the right to inspect the PREMISES at any reasonable time upon notice and request to LESSEE. LESSEE agrees to respond to reasonable inquiries and requests by any agent acting on behalf of COUNTY for the operation and management of the Airport.

12. **INDEMNIFICATION:** LESSEE hereby agrees to and shall protect, indemnify and hold COUNTY and all officers, agents, representatives and employees of COUNTY free and harmless from any and all liability or claims for injury or damages of whatsoever kind or character, including attorney's fees and costs of all types incurred in defense of any of said parties, arising out of or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or in part, by reason of any acts or omissions of the LESSEE or of LESSEE'S independent contractors, employees, representatives, agents, or invitees. The indemnity and hold harmless

provisions shall also apply in favor of COUNTY and all officers, agents, representatives, and employees of COUNTY where LESSEE requests services of COUNTY, its officers, agents, representatives, or employees, which are not the subject of this AGREEMENT.

13. **INSURANCE:** LESSEE shall obtain a liability insurance policy, naming COUNTY as an additional insured, in the minimum amount of One Million Dollars ($1,000,000) per occurrence in the event of damage to property or injury to persons as a result of LESSEE'S use of the PREMISES. Proof of insurance shall be provided to COUNTY upon execution of the AGREEMENT. LESSEE'S insurance shall be primary with respect to any insurance or self-insurance maintained by the COUNTY or any agent acting on behalf of COUNTY for the operation and management of the Airport. COUNTY shall be notified, in writing, thirty (30) days prior to cancellation or expiration of the policy.

14. **TAXES:** LESSEE shall pay prior to delinquency any taxes (including possessory interest taxes) and assessments levied or assessed on the PREMISES, or LESSEE'S possessory interest therein, and on any personal property of LESSEE'S situated in, on or about the PREMISES.

15. **COMPLIANCE WITH LAWS AND REGULATIONS:** LESSEE agrees to abide by and comply with all rules and regulations of the FAA and laws of the United States of America and of the State of California, ordinances and Code of the County of Mariposa and all Airport rules and regulations now or hereafter made for regulation, control and operation of the Airport and activities to be carried on by LESSEE. The following terms are required to be included in this AGREEMENT in satisfaction of COUNTY'S obligations to the Federal Aviation Administration:

a) LESSEE, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color or national origin be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

b) COUNTY reserves the right to further develop or improve the land area of the Airport as it sees fit, regardless of the desires or views of the LESSEE and without interference or hindrance.

c) COUNTY reserves the right, but shall not be obligated to the LESSEE, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the LESSEE in this regard.

d) This AGREEMENT shall be subordinate to the provisions and requirements of any existing or future agreement between the COUNTY and the United States, relative to the development, operation, or maintenance of the Airport. Failure of the LESSEE or any occupant to comply with the requirements of any existing or future agreement between the COUNTY and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of LESSEE'S rights hereunder.

e) There is reserved to the COUNTY, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the PREMISES. This public right of flight shall include the right to cause in said airspace any noise and emissions inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operating on the Airport premises.

f) LESSEE agrees to comply with the notification and review requirements covered in Title 14 CFR Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the PREMISES or in the event of any planned modification or alteration of any present or future building or structure situated on the PREMISES.

g) LESSEE, by accepting this AGREEMENT, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or building nor permit any natural growth or other obstruction on the land leased hereunder above a height as determined by the application of the requirements of Title 14 CFR Part 77 to constitute an obstruction or hazard. In the event the aforesaid covenants are breached, COUNTY reserves the right to enter upon the land hereunder and to remove the offending structure or object or cut the offending natural growth, all of which shall be at the expense of the LESSEE.

h) LESSEE, by accepting this AGREEMENT, agrees for itself, its successors and assigns that it will not make use of the PREMISES in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard. In the event the aforesaid covenant is breached, COUNTY reserves the right to enter upon the PREMISES and cause the abatement of such interference at the expense of LESSEE.

i) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. § 40103(e) or 49 U.S.C. § 47107(a)(4).

j) This AGREEMENT and all of the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States during a time of war or national emergency.

16. **RELOCATION:** COUNTY shall have the right, upon six (6) months notice, to relocate LESSEE to another location on Airport property. COUNTY shall be responsible for the cost of moving fixed equipment including the hangar to the new location. LESSEE agrees that COUNTY will pay no penalties, relocation allowances, damages or other fees except as stipulated. COUNTY agrees that the rental fees will remain as stated in this AGREEMENT, should a relocation become necessary, for the balance of the term. In the event COUNTY exercises its right to relocate LESSEE'S hangar, COUNTY shall provide LESSEE with site improvements for LESSEE'S hangar which are equivalent to the site improvements now existing at LESSEE'S hangar location.

17. **TERMINATION PRIOR TO EXPIRATION:** COUNTY shall have the right to terminate this Agreement, in whole or in part, on the occurrence of any of the following events: a) the failure of the LESSEE to perform or observe any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this Agreement; or b) the abandonment of the PREMISES. Should this occur, COUNTY shall not be responsible for the custodial protection of LESSEE'S property, fixtures or equipment abandoned. Upon termination for cause prior to the expiration of this AGREEMENT or any extension thereof, COUNTY may at COUNTY'S election, demand the removal from the PREMISES of the hangar. A demand for removal shall be achieved by notice given in or concurrently with notice of such termination or within thirty (30) days after such termination. LESSEE shall comply with the notice demanding removal within sixty (60) days.

18. **RIGHT OF RE-ENTRY:** In the event of any breach of this AGREEMENT by LESSEE, COUNTY, besides other rights or remedies it may have, shall have the right of re-entry and may remove all persons and personal property from the PREMISES as permitted by law. Such personal property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of

LESSEE. Should COUNTY elect to re-enter as herein provided, or should COUNTY take possession pursuant to legal proceedings or pursuant to any notice provided for by law, COUNTY may either terminate this AGREEMENT or may, from time to time, without terminating this AGREEMENT, relet the PREMISES or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as COUNTY, in its sole discretion, may deem advisable. Rentals received by COUNTY from such reletting shall be applied first to payment of any indebtedness other than rental due hereunder from LESSEE to COUNTY; second to payment of rental due and unpaid hereunder; and third, to payment of any cost of such reletting. The residue, if any, shall belong to LESSEE. Should such rental received from such reletting during any period be less than that agreed to be paid during that period by LESSEE hereunder, then LESSEE shall pay such deficiency to COUNTY. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the PREMISES by COUNTY shall be construed as an election on its part to terminate this AGREEMENT for any breach.

19. **OPTIONS AT EXPIRATION:** Upon expiration of this AGREEMENT, COUNTY shall have the following options: a) require LESSEE to remove LESSEE'S hangar at LESSEE'S sole expense; b) purchase LESSEE'S hangar upon the terms and conditions as described below; or c) agree to extend this AGREEMENT for a period not to exceed ten (10) years.

If COUNTY does not elect to require LESSEE to remove LESSEE'S hangar, LESSEE shall have the option of accepting COUNTY'S offer to purchase LESSEE'S hangar, accept COUNTY'S offer to extend this AGREEMENT, or remove the hangar at LESSEE'S sole expense. If the parties agree to an extension, all of the terms and conditions of this AGREEMENT shall remain in full force and effect, except rent, which shall be in the amount then-required by COUNTY for comparable ground space at the Airport.

If COUNTY elects to require LESSEE to remove LESSEE'S hangar in accordance with this paragraph, COUNTY shall notify LESSEE and LESSEE shall comply with the notice within sixty (60) days of the notice.

20. **FIRST RIGHT OF REFUSAL:** At the expiration of this AGREEMENT or if extended pursuant to Paragraph above, or upon earlier termination, COUNTY will have first right of refusal for purchase of the hangar structure if and when it is offered for sale by the present owner. The COUNTY will be allowed sixty (60) days to exercise that option to allow for Board consideration and financing options. COUNTY shall have the right to purchase the hangar located on space numbers specified in Paragraph 1 from LESSEE at the then fair market value as determined by an appraisal. The value of County owned site improvements, including paving, shall not be included in the fair market value of the hangar. Each party shall select an appraiser and those two appraisers shall select a third appraiser, who shall prepare an appraisal and whose appraisal shall be binding on all parties. All costs of the appraisal shall be shared equally between LESSEE and COUNTY. If during the term of this AGREEMENT or any extensions or holding over, LESSEE desires to sell the hangar located in space number specified in Paragraph 1, and obtains a bona fide offer, LESSEE shall give COUNTY the first right of refusal to purchase the hangar at the offered price. The COUNTY will be allowed sixty (60) days to exercise that option to allow for Board consideration and financing options. If LESSEE desires to sell the hangar and has no bona fide offer, LESSEE shall offer to sell the hangar to COUNTY at the then fair market value as determined in Paragraph 1 above, before offering the hangar for sale to others.

21. **PARTNERSHIP/AGENCY DISCLAIMER:** It is mutually understood and agreed that nothing in this AGREEMENT is intended to or shall be construed as in any way creating or establishing the relationship of partners between the parties hereto, or as constituting the LESSEE as an agent or representative of the COUNTY for any purpose or in any manner whatsoever.

22. **NON-WAIVER:** Any waiver of breach of any covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

23. **NOTICES:** Any notice to the COUNTY shall be sufficient if sent by certified mail, postage prepaid, addressed to the Public Works Director, County of Mariposa, 4639 Ben Hur Road, Mariposa, CA 95338. Any notice to LESSEE shall be sufficient if sent by certified mail, postage prepaid, addressed to **4913 Sierra Pines Drive, Mariposa, CA 95338.**

24. **ENTIRE AGREEMENT:** This AGREEMENT and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this AGREEMENT, and supersede all prior negotiations, agreements and understandings with respect thereto. This AGREEMENT may only be amended by a written document duly approved and executed by the parties hereto.

25. **INTERPRETATION:** This AGREEMENT shall be interpreted to the laws of the State of California.

26. **BINDING EFFECT:** The covenants, terms, and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto and all such parties shall be jointly and severally liable hereunder.

COUNTY:

Tony Stobbe
Public Works Director

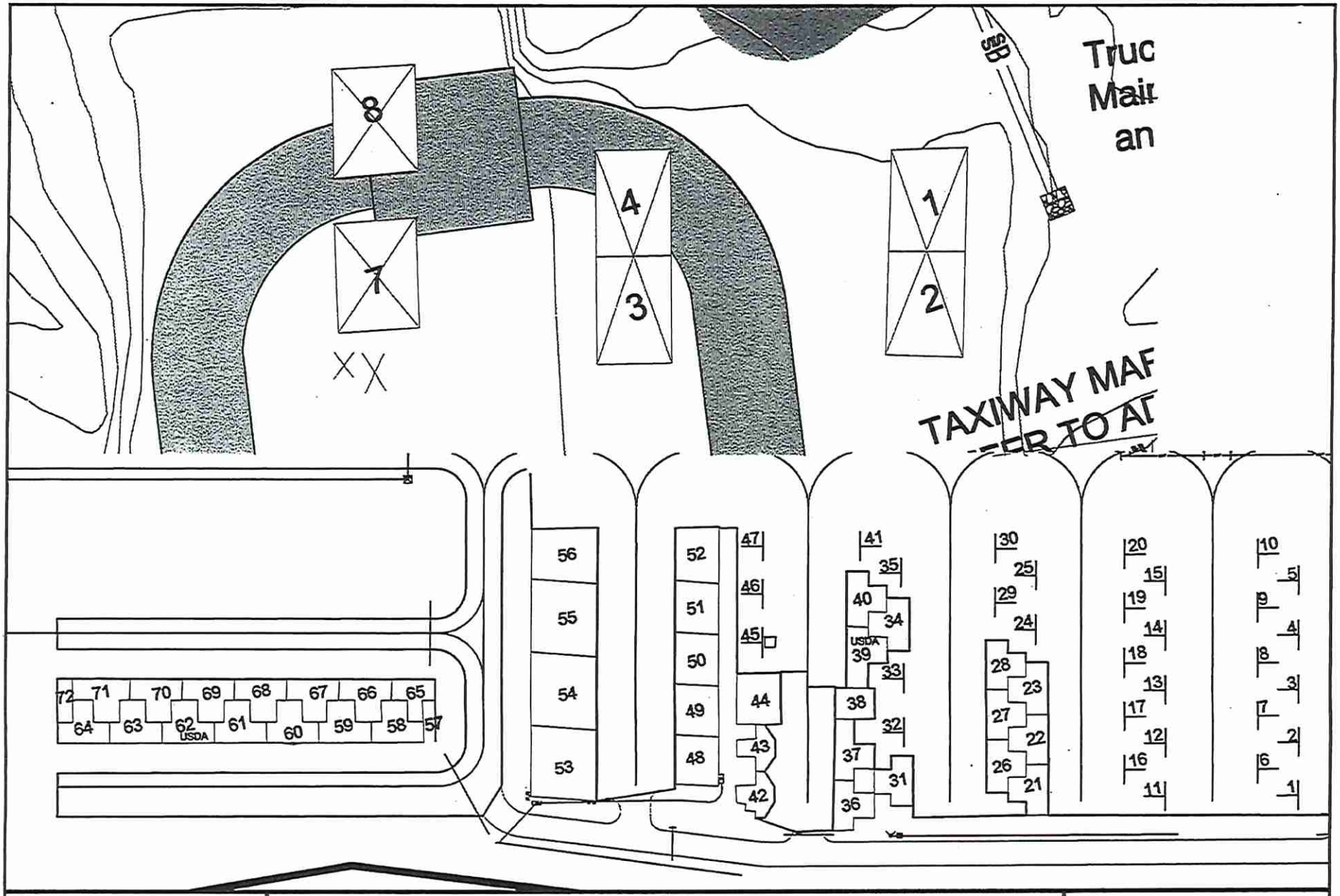
Date: 4/6/2015

LESSEE:

Date: 3-26-15

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel



Drawn By: MJF	County of Mariposa Department of Public Works	SHEET 1 OF 1
Approved By: DPW	MARIPOSA-YOSEMITE AIRPORT SITE PLAN	Date: 03/18/11

May 10, 2024

Mariposa County

Public Works Department

Director Hansen,

I would like to sell hangar 52 at the Mariposa Airport. I am asking $40000.

Greg Bean

4913 Sierra Pines Dr.

Mariposa, CA 95338

209-966-4646

97-29

MARIPOSA COUNTY BOARD OF SUPERVISORS | **AGENDA ACTION FORM** | **AGENDA DATE: 1/21/97** **AGENDA ITEM NO.: 5-C**

DEPARTMENT: Public Works **By: Micahel Edwards** **Phone:** 966-5356

RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes___ No_x_)

Resolution to purchase an existing metal hangar from a private party at the Mariposa-Yosemite Airport; direct staff to prepare purchase agreement and to amend the state loan application to include the purchase price; direct the Airport Advisory Committee to recommend the best use and rental rate for the hangar. (Refer to Attachment #1)

Staff feels this is a fair price for this hangar and will provide several good long-term options needed at the airport, such as an aircraft maintenance hangar or a hangar available for part of a desired Fixed Base Operator (F.B.O.). The hangar measures 36′ x 42′ (1,512 square feet), is about 5 years old and has full electrical and lighting facilities. It is located on Space #47 as shown on Attachment #2. Staff feels it could be rented out immediately, on a short-term basis, for at least $300/month. The ground lease revenue currently received by the airport is $18/month, which will increase to $30/month in July. If the purchase amount is added to the current state loan, the average monthly cost (payment) would be $266/month, based on the current loan rate of 5.5094 % and a 12-year loan. The initial cost would be lower as the loan amortization is graduated. Rental charges could be adjusted annually to correspond with the increasing loan payment amounts.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board previously applied for $125,000 to construct smaller hangars on the existing apron. The state has made a preliminary commitment in that amount which can be adjusted based on the actual construction bid amount. That project is out to bid now with a bid opening set for January 30.

The ground-space lease agreement for this hangar space has the following language: "If, during the term of this LEASE AGREEMENT or any extensions or holding over, LESSEE desires to sell the hangar located in space number 47 and obtains a bona fide offer, LESSEE shall give County the first right to purchase the hangar at the offered price." It appears the owner has a bona fide offer.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

1. No action. The owner would sell the hangar to another private party and the County would lose its stated objectives of attracting an F.B.O. and/or an aircraft maintenance operation.
2. Direct that the purchase be made directly, without a loan, from an existing source such as General Fund Reserve for Contingencies.

COSTS: ( ) Not Applicable
A. Budgeted current FY $0
B. Total anticipated costs $27,500
C. Required additional funding $27,500
D. Internal transfers $_____

SOURCE:( ) 4/5th Vote Required
A. Unanticipated revenues $_____
B. Reserve for contingencies $_____
C. Source description: **State Airport Improvement Loan**
Balance in Reserve Contingencies, if approved: $_____

SPECIAL INSTRUCTIONS:
List the attachments and number the pages consecutively:
1. Griffin letter to Edwards
2. Map of hangar location

CLERK'S USE ONLY
Res. No.: 92-29 . No.
Vote - Ayes: 5 Noes:
Absent: Abstained:
( ) Approved ( ) Denied
( ) 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

ADMINISTRATIVE OFFICER'S RECOMMENDATION:
This item on ag as:

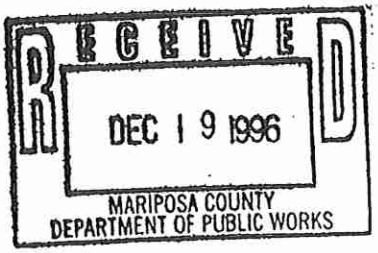
✓ Recommended
_____ Not Recommended
_____ For Policy Determination
_____ Submitted with Comment
_____ Returned for Further Action

Comment:

A.O. Initials:

Action Form Revised 5/92

ROBERT GRIFFIN
3397 BEN HUR RD.
MARIPOSA CA 95338



December 17, 1996

DEPT. OF PUBLIC WORKS
MIKE EDWARDS
4639 BEN HUR RD
MARIPOSA, CA 95338

DEAR MR. EDWARDS

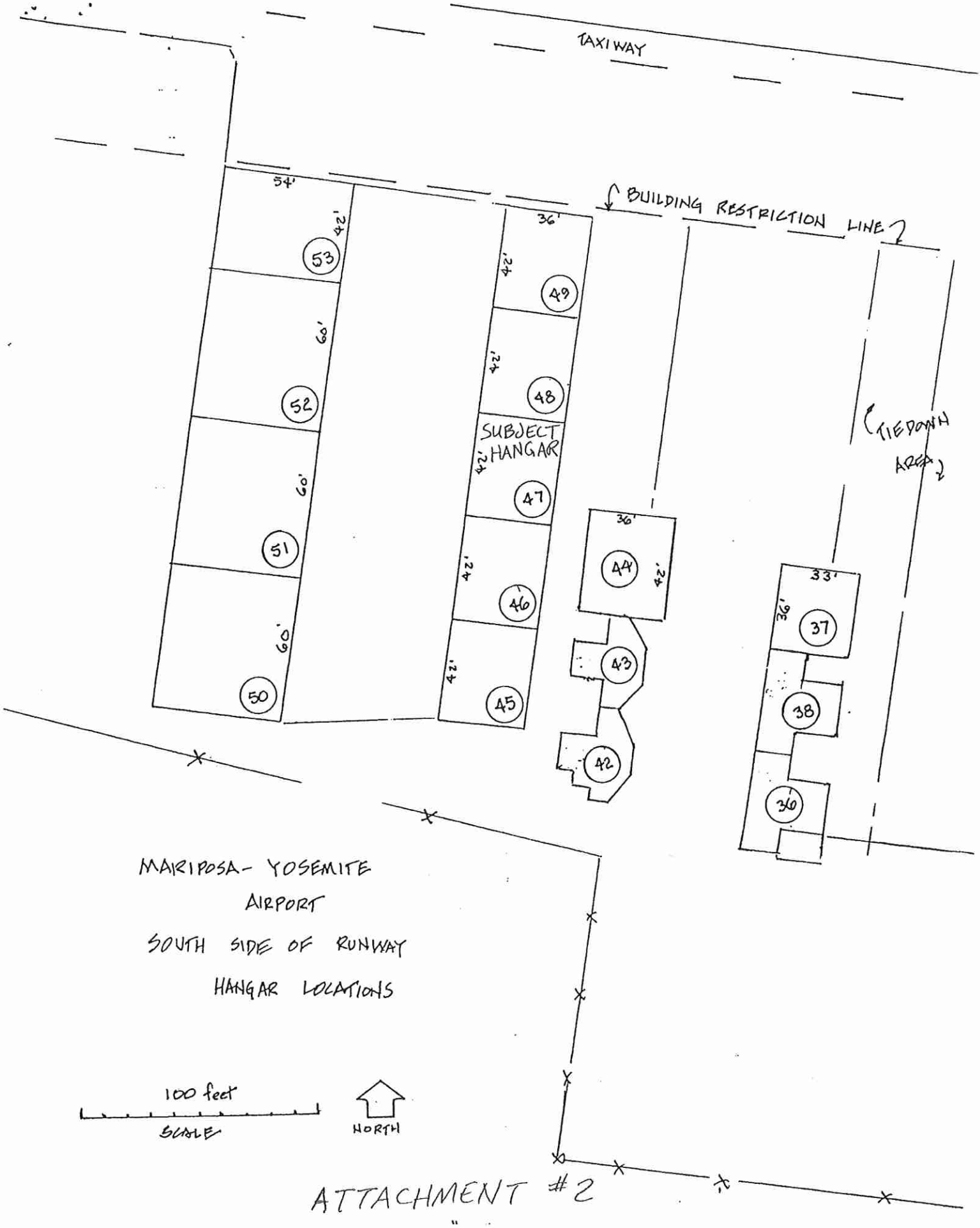
THIS LETTER IS TO NOTIFY YOU OF MY INTENTION TO SELL MY HANGER AT THE MARIPOSA AIRPORT.

I HAVE RECEIVED AN OFFER OF $27500. ACCORDING TO OUR LEASE YOU HAVE THE RIGHT OF FIRST REFUSAL ON THIS OFFER. PLEASE LET ME KNOW WHAT YOUR INTENTIONS ARE.

A QUICK RESPONSE WOULD BE MUCH APPRECIATED AS THE HANGER IS NOW VACANT.

SINCERELY, ROB GRIFFIN

ATTACHMENT #1



ATTACHMENT #2

Program Description:
County Administration is responsible for implementing the policy directives of the Board of Supervisors, including assisting and advising on matters of County budget, finance, strategy, legislation, purchasing, organization and operations. Administration coordinates and collaborates with other county departments in these matters and interacts with State and federal officials, partner agencies at all levels, local businesses and the people of our county. Ultimately Administration works to ensure that decisions are made and actions are taken that are in the best interest of the County as a whole, rather than any one department, community or citizen.

Recent Accomplishments
The following is a high level summary of the accomplishments of the Administration team in the last year.

- Added $4.8 million to general fund reserves and $3.662 million to pre-funding Other Post Employment Benefits.
- Un-froze all remaining frozen positions.
- Negotiated the sale of $1.57 million in CPUC Rule 20A credits prior to the conclusion of that program.
- Drafted a plan for American Rescue Plan Act (ARPA) funds focused on community services and reducing long-term costs
- Continued oversight of the Enterprise Resource Planning (ERP) software implementation and went live with accounts payable, invoice processing, purchase orders, contracts, suppliers, projects and grants, budgetary control, time entry, performance management, employee self-service, benefits management and payroll functions.
- Worked with Public Health to implement and then reverse mandatory COVID-19 testing and other precautionary measures for the safety of our staff and the public.
- Received grants and implemented programs or are in the process of implementing programs related to:
    - USDA Regional Biomass Program
    - Pandemic business assistance
    - Countywide broadband strategic planning
    - Childcare feasibility
    - Conference center feasibility
    - Market study and leakage report
    - Microbusiness relief
    - Water storage for drought and other emergencies
    - Miwuk housing
    - First-time homebuyer assistance
    - Housing rehabilitation forgivable loans
    - Project Homekey housing site on Jones Street
- Facilitated and supported KOA, Brown Bear and other economic developments.
- Navigated initial compliance with the Americans with Disabilities Act (ADA) by designating a coordinator and a grievance procedure.
- Collaborated with County Fire, MPUD and others to accept MPUD Fire into County Fire and transfer the ownership of the MPUD fire station.
- Worked with County Fire, County Auditor and County Treasurer to conclude CSA-3 assessment one year early and pay off associated fire truck lease.
- Updated development service fee rates for the current year and future years.

- Successfully negotiated new memoranda of understanding with the Sheriff's Management Association and Deputy Sheriff Association. The new memoranda includes the same formula for COLAs used by other bargaining units and department heads.
- Began the County's first employee survey.
- Managed a change in vendor for copy machines countywide. The new agreement delivers newer machines and greater functionality at 40% of the previous cost.
- Successfully managed a bid for indigent defense resulting in one new public defender who can speak fluent Spanish.
- Pursued a Proposition 68 grant for a recreation center in the town of Mariposa.
- Recruited a preschool and infant care business from the Bay Area to meet a desperate community need and successfully negotiated a lease of the Darrah Schoolhouse in support of the new business.
- Negotiated real estate transactions related to the following:
    - Yosemite West water / wastewater facility
    - Sale of surplus land in Don Pedro
    - Acquisition of Westmed / McCormick building
    - Rights to 2975 Bear Valley Road
    - Bondshu building
- Organized a two-day strategic planning retreat for the department heads and board of supervisors, and a facilitated discussion on marijuana and its effects.
- Procured a new phone system pending final approvals and implementation.
- Completed Department of Justice technology reporting requirements to return to compliance after several years of noncompliance

Other Department Funds

2304 Law Library

The Mariposa County Law Library consists of online services available at the County Library and the County Adult Detention Facility on subjects appropriate to legal research for the general public and county inmates. The Law Library operates in a special revenue fund and has a separate Board of Trustees.

3448 Tree Mortality

This budget includes funding for activities related to the tree mortality disaster including equipment, contracted services and reimbursements. The California Disaster Assistance Act (CDAA) is the primary funder and CalFire provided the match for the project. The project is complete, and the fund will be closed once investigative accounting can be done to understand and resolve the remaining fund balance. Government accounting rules require that the fund remain open for two additional years.

3487 State and Local Fiscal Recovery Funds
Commonly referred as ARPA funding, this fund was established to receive and track spending relative to these COVID fiscal relief funds. The proposed spending plan is outlined in the recommended changes below.

4701 ERP Debt Service
This fund will be used to process debt payments for the ERP loan established in 2020. FY23 is the second of five years of debt service payments for the implementation costs.

4771 Energy Project Debt Service
This fund will be used to process debt payments for the Energy Project conducted in 2021-2022. FY23 will be the first of five years of debt service payments for the capital costs.

5537 Land Acquisitions
This fund was created in FY21 to track activity and expenditures related to land acquisitions. It will be closed in FY23. Government accounting rules require that the fund remain open for two additional years.

5575 Oracle ERP Implementation
This fund was created to track funding and expenditures related to the Oracle Enterprise Resource Planning (ERP) software implementation consulting firm, Graviton Consulting Services. The implementation was completed in FY22, and the fund is closed. Government accounting rules require that the fund remain open for two additional years.

Requested Changes:
Administration is hoping to have two new employees - a Public Information Officer and a Grant Writer - in FY23. Training, travel, and memberships increased in anticipation of new staff.

Recommended Changes:
Reduced training and seminars by $10,000 to help balance the budget and to acknowledge that new accounts are being used to cover the travel expenses which were previously charged to the training account.

Proposed spending for the State and Local Fiscal Recovery Funds 3487 fund were added:

- Non-federal grant match / future use $204,482
- Short Term Rental impact study $50,000
- Organizational study $200,000
- Pilot code compliance incentives $300,000
- Facility security / access control $450,000
- Utility project $1,000,000
- Airport hangars $40,000



May 29, 2024

AirBorrn Aviation Services, LLC
5020 Macready Way
Mariposa CA 95338
O: 209-966-2143
C: 559-974-1169

Greg and Bonnie Bean
4913 Sierra Pines Drive
Mariposa CA 95338
C: 209-966-4646

To: Greg and Bonnie Bean

This is an offer to purchase your hangar #52 located at 5020 Macready Way, Mariposa, CA 95338 KMPI Mariposa-Yosemite Airport in the amount of Forty-Five Thousand Dollars ($45,000.00). This offer will expire June 15, 2024.

Sincerely,

Anthony Borreson – President
AirBorrn Aviation Services, LLC

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: July 2, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Request to Vacate Two Open Positions, the Senior Development Services Technician (Sr. DST) and Development Services Technician (DST) Positions; and Allocate an Administrative Analyst I/II – Development Services Permit Coordinator

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RECOMMENDATION AND JUSTIFICATION

Request to Vacate Two Open Positions, the Senior Development Services Technician (Sr. DST) and Development Services Technician (DST) Positions; and Allocate an Administrative Analyst I/II – Development Services Permit Coordinator

BACKGROUND AND HISTORY OF BOARD ACTIONS

See Memo

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Unable to perform the duties necessary with the Tyler Technologies Software implementation and improve the performance of Building Department permit processing functions.

FINANCIAL IMPACT

None due to salary savings. See memo.

ATTACHMENTS

1. 240530 Staff Report Permit Coordinator

Mariposa County
Building Department

Corrina Miranda
Interim Building Director

5100 Bullion Street
PO Box 12568
Mariposa, CA 95338
209-966-3934 FAX 209-742-5024
www.mariposacounty.org

building@mariposacounty.org

MEMORANDUM

Date: June 11, 2024

To: Mariposa County Board of Supervisors

From: Corrina Miranda, Interim Building Director

Topic: Administrative Analyst I/II – Development Services Permit Coordinator

Overview

The Building Department requests to vacate two open positions, the Senior Development Services Technician (Sr. DST) and Development Services Technician (DST) ~~positions, and~~positions and allocate an Administrative Analyst I/II – Development Services Permit Coordinator.

The reallocation will align with the implementation of the Tyler Technologies Enterprise Permitting and Licensing Software (EPL) scheduled to "go live" in September of 2024, and continued development of DSTs to align with processes moving forward.

Research

This position of Development Services Permit Coordinator has become recognized as a vital function in the public administration of permits, including but not limited to Building, Planning, and Environmental Health in many jurisdictions throughout the United States. Two staff members recently attended the Tyler Technologies Connect 24 Conference (May 19-22, 2024) with approximately 5,000 attendees representing multiple US states and provinces. Discussions with various Development Services Permit Centers throughout the country were solicited for their use and findings regarding the position. Some of the more local jurisdictions represented at the conference included the counties of Yuba, Lassen, Tulare, Sacramento, San Luis Obispo, San Diego as well as cities such as Vacaville, Rocklin, Sacramento, Hanford, and Vacaville.

During the discussions with other jurisdictions while implementing the Tyler system, many have found it inefficient to have counter staff perform the functions of the Permit Coordinator. They initially utilized multiple counter staff in at least three jurisdictions polled. In all cases, this was found to be cumbersome and problematic. They have since created or are in the process of creating a single position. Additionally, it was found that only in one case was the permit center coordinator responsible for maintaining the software. This is a highly specialized position that requires familiarity with various departmental processes and procedures, as well as ongoing training in all aspects of development services functions. For this reason, the Administrative Analyst I/II designation was selected for the requested position. This will allow flexibility and succession planning for this position as junior staff become literate in the Tyler EPL design and maintenance.

Additional research included the collection of job descriptions for Permit Coordinators and those currently utilizing the Tyler EPL software. Of the positions reviewed, the function was consistent with what has been defined for this position.

Benefits

The ability to continuously improve processing with a hands-on function to the software will allow this position to grow and create flexibility within the Tyler EPL system. Tyler EPL's design allows staff to continuously improve and modify workflows, forms, and intake without involving Tyler technical support. The training of DST staff is essential, not only in the components of the EPL software but also in the standardization of operating procedures and departmental policy. The aim is to create stability and accountability by ongoing oversight of the permit process, avoiding the current pitfalls of permits and applications becoming off track due to various duties of professional staff and heavy workloads. The Permit Coordinator would assist in keeping projects moving forward and prevent unnecessary delays.

The position is a high-level coordinator, reviewer, and quality control, in addition, in the classification of an Administrative Analyst II the continuous improvement of the Tyler EPL software will be conducted. With this flexibility, there is a need to create succession planning and training to ensure that staff is adequately trained to make changes and adjustments when necessary.

Cost savings of $34,434.00 per year will be captured in the Building Department budget based on the FY23/24 ~~aprpoved~~approved budget through the consolidation of the Sr. DST and DST positions with a single Administrative Analyst I/II – Development Services Permit Coordinator~~.~~. This position will initially be funded by the Building Department, an enterprise fund. At some point in the future, it is envisioned that the position w~~o~~ould be partially funded by general funds, due to the range of responsibilities that will cross departments, including Building, Planning, Environmental Health, and Public Works. This could expand as the full potential of additional Tyler products is evaluated (four

departments are the primary users of the Tyler EPL, maintenance and training would be utilized by all four departments).

The job sheet is attached to this memorandum and explains the duties and responsibilities of the position. The Administrative Analyst I/II – Development Services Permit Coordinator would immediately be responsible for overseeing and supervising the two current Building DST positions. It is highly likely, based on the preliminary findings of the Guidehouse organizational study, that this position may be responsible for supervising all DSTs at some point in the future.

Summary

The job functions of Administrative Analyst I/II—Development Services Permit Coordinator will involve assisting in the public administration of building, planning, public ~~works~~works, and environmental health permits. This role is fast becoming a standard in development services centers across the United States. The ability to continuously modify and improve the Tyler EPL software, while supervising the staff utilizing the software, is a great asset to both staff and the public. The ability to modify and create workflows, forms, and other essential functions of the Tyler EPL Software internally will significantly assist in the implementation and continued use of the software, as changes to fees, and codes continue yearly, which will need to be adjusted on the fly. The Tyler EPL software is scheduled to launch in September 2024, which makes the need for this role crucial.

JOB SUMMARY: Administrative Analyst I/II – Development Services Permit Coordinator with strong technical, organizational and supervision skills to be part of the Development Services team. This individual must be comfortable planning, organizing, and coordinating various programs, services, resources, and operations related to the assigned area, and have a working knowledge of how to update software when changes to fees, codes and workflow are necessary. Acts as liaison between Counter Staff and the Building Director.

Administrative Analyst I/II – Development Services Permit Coordinator, plans, organizes, and coordinates the permit process activities and operations within the Development Services Departments; oversees operations for efficient and effective customer services delivery by Development Services Departments; coordinates assigned activities with other Departments and outside agencies as well as small businesses, residents, and other applicants involved in the permitting process; including, coordinating the work and activities of staff engaged in providing information and direction to the public on planning, environmental health, and building issues, processes, and requirements; providing technical expertise in building, zoning and plan review administration; reviewing permit applications, plans, and supporting documents for proper form, completeness, sufficiency of information, conformance with legal standards, and compliance with County requirements.

Distinguishing Characteristics

The Administrative Analyst I/II – Development Services Permit Coordinator oversees various programs, services, and operations related to the assigned area. And provides expertise in software applications and processes and supervises assigned subordinate staff. Additionally, they are responsible for reviewing and verifying applications to ensure prompt and efficient processing. This role differs from a Development Services Technician due to the level of experience required and the complexity of work performed.

Primary Duties

Duties may include, but are not limited to the following:

- Implements new technology; oversees enhancements/improvements to existing technology and programs. (As an AA II)
- Develop workflows, adjust existing workflows, update fees, and codes within the permitting software being utilized. (As an AA II)
- Coordinates permit processing activities with other County departments, outside agencies, customers, and the public; serves on inter-agency committees, boards, and commissions.
- Coordinates the development fee calculation process; develops and implements policies, and procedures; calculates and/or reviews major project impact permit fees; trains permit technicians/development services technicians for consistency and accuracy in the fee

~~calculation process. (As an AA II)~~

- ~~Tracks plan/application submissions through plan checking and permitting process to ensure timely response and turn-around time; prepares statistical reports on a weekly/monthly basis for submission to the director; coordinates with other County departments in the permitting and plan checking process.~~
- ~~Oversees the implementation and system maintenance of the plan and permit tracking software; trains employees on the use of the system; serves as liaison to IT staff for system updates and for maintaining security system integrity; trouble shoots technical problems as appropriate and acts as a liaison with technical support personnel for security and user issues. (As an AA II)~~
- ~~Participates and coordinates in the hiring, training, , and evaluating assigned personnel; provides or coordinates staff training; establishes performance requirements and personal development targets; collaborates with employees to correct deficiencies; implements discipline and termination procedures when necessary for assigned personnel.~~
- ~~Provides staff assistance to the Director; makes presentations and acts as department representative at various inter-agency or public committees, boards, and commissions; prepares and presents staff reports, department metrics, and other correspondence as appropriate and necessary to various audiences prepares a variety of written communications including analytical reports, correspondence, and drafts of revisions to local ordinances, policies and procedures.~~
- ~~Reviews policies, procedures, regulations, reports, and legislations to determine and make recommendations for operational changes.~~

~~Performs related duties as assigned.~~

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: July 2, 2024

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: **CLOSED SESSION:** Conference with Legal Counsel: Anticipated Litigation; Significant Exposure to Litigation Pursuant to Subdivision (b) of Government Code Section 54956.9; Number of Cases to be Discussed: 1

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Conference with Legal Counsel: Anticipated Litigation; Significant Exposure to Litigation Pursuant to Subdivision (b) of Government Code Section 54956.9; Number of Cases to be Discussed: 1

[X] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[X] Anticipated Litigation
[X] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed: 1

[ ] 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

Not applicable

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not applicable

FINANCIAL IMPACT

Not applicable

ATTACHMENTS

1. Lexington Law Group

RECEIVED
MAY 22 2024
MARIPOSA CO. COUNSEL
RISK MGMT.

LEXINGTON LAW GROUP

503 Divisadero Street, San Francisco, California 94117-2212
Telephone (415) 913-7800 Facsimile (415) 759-4112

May 16, 2024

Via Certified Mail and Email

Steve Dahlem, Mariposa County Counsel
PO Box 189
Mariposa, CA 95338
sdahlem@mariposacounty.org

Dear Steve Dahlem:

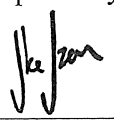
I represent the Environmental Democracy Project, a California nonprofit corporation that uses advocacy, education, and litigation to empower communities of color overburdened by pollution in California. I write to inform you that Mariposa County Air District (the Air District) is in violation of the Air Toxics "Hot Spots" Information and Assessment Act of 1987, Health & Safety Code sections 44300-44394 (the Hot Spots Act).

The Hot Spots Act requires the Air District to prepare and publicize annual reports that identify industrial facilities that pose cancer risks and other threats to public health (Annual Reports). Health & Safety Code § 44363. The Air District is further required to hold public hearings on these Annual Reports to discuss their content and significance with impacted communities. *Id.*

The Environmental Democracy Project uses Hot Spots Act Annual Reports to inform its environmental justice efforts throughout the state. Unfortunately, the Air District has not prepared and published Annual Reports or held public hearings on the Annual Reports for at least the past four years, between 2020 and 2023. Thus, the Air District has violated and continues to violate its legal obligations under the Hot Spots Act, Health & Safety Code § 44363.

The Environmental Democracy Project intends to file a petition for writ of mandate to rectify the Air District's failure to comply with the Hot Spots Act. If you would like to discuss a potential settlement of my client's claims, please contact me at jjanzen@lexlawgroup.com as soon as possible and no later than May 30, 2024.

Respectfully.



Jacob Janzen
Attorney for Environmental
Democracy Project

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: July 2, 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

Closed Session

MEETING: July 2, 2024

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: **CLOSED SESSION:** Conference with Legal Counsel: Anticipated Litigation; Significant Exposure to Litigation Pursuant to Subdivision (b) of Government Code Section 54956.9; Number of Cases to be Discussed: 1

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Conference with Legal Counsel: Anticipated Litigation; Significant Exposure to Litigation Pursuant to Subdivision (b) of Government Code Section 54956.9; Number of Cases to be Discussed: 1

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: 1 (Attachment)

[ ] 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 law enforcement agency involved:_____

_____

Title of officer of 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

1. C24-4 Gregory Robert Manly

Mariposa County Board of Supervisors

District 1 ... ROSEMARIE SMALLCOMBE
District 2 ..... SHANNON POE
District 3 ..... DANETTE TOSO
District 4 ..... WAYNE FORSYTHE
District 5 ..... MILES MENETREY

DALLIN KIMBLE
County Administrative Officer

DANIELLE BONDSHU
Clerk of the Board

P. O. Box 784
Mariposa, CA 95338
(209) 966-3222
(800) 736-1252
www.mariposacounty.org/board

April 10, 2024

Gregory Robert Manly
PO Box 58
Moccasin CA, 95347

Re: County Claim C24-4

To Whom It May Concern,

Attached you will find a file-stamped copy of the above-referenced "Claim for Personal Injury and/or Property Damage" dated April 10, 2024. Please keep this copy as your proof that the claim has been filed. Additionally, please note that the file has been assigned case number C24-4 and will now be routed for further processing.

Sincerely,

Katherine Slenders
Deputy Clerk of the Board II
Mariposa County Board of Supervisors

ENC.

C 24-4

COUNTY OF MARIPOSA CLAIM FORM

CLAIM OF Gregory Robert Manly
(Claimant)

v.

COUNTY OF MARIPOSA

CLAIM FOR PERSONAL INJURY
AND/OR PROPERTY DAMAGE
(Government Code § 910)

RECEIVED
APR 10 2024
BOARD OF SUPERVISORS

TO THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY:

YOU ARE HEREBY NOTIFIED that: (Please type or print)

Claimant: Gregory Robert Manly
Whose address is: P.O. Box 58
City and State: Moccasin CA Zip: 95347
Contact Phone: 209-984-0468 Email: bobatmanlyconstruction@gmail.com

claims damages from the **COUNTY OF MARIPOSA** in the amount, computed as of the date of presentation of this claim, of $ To be determined

This claim is based on: *(CHECK APPROPRIATE BOX OR BOXES)*

- ☐ Property Damage
- ☐ Personal Injury
- ☐ Contract
- ☒ Other *(Please List)* Road improvement enchroachs on personal proberty

which occurred on October (MONTH/DAY), 2023 in the vicinity of *(place where incident occurred)*:

Holtzel Road Right of way APN# 004-150-016 APN# 004-580-031
(PLACE WHERE INCIDENT OCCURRED)

Describe generally the facts and circumstances that give rise to the claim: *(Please provide another page if more space is needed.)*

culvet and fill enchroach on private parcels
culvert was moved 25' + west on outlet end. water is impounded on inlet side potentially damaging trees. I proposed a resolution and was told to file a claim

The name(s) of the public employee(s) causing claimant's injuries or damages under the above-described circumstances is/are:

Eddie Scherf - engineer tech II Matt Hespenheide Asst. Engineer
R Sutton Enterprises - sub-contractor

The injuries sustained by claimant, as far as known, as of the date of presentation of this claim consist of:
(Describe generally claimant's injuries or damages.)

Road fill and culvert echroach on 2 parcels impeding full use of property. Culvat Locatain is causing erosion water impoundment will kill trees.

The amount claimed, as of the date of presentation of this claim is computed as follows:

Damages incurred to date:

Expenses for medical and hospital care $ N/A

Loss of earnings $ N/A

Specific damages (ITEMIZE & PROVIDE 3 REPAIR ESTIMATES)

to be determined $ _____

_____ $ _____

Other damages (ITEMIZE)

_____ $ _____

_____ $ _____

TOTAL DAMAGES INCURRED TO DATE: $ _____

Estimated future damages as far as known from this incident:

Total estimated prospective damages: $ TBD

TOTAL AMOUNT CLAIMED AS OF DATE OF PRESENTATION OF THIS CLAIM: $ TBD

All notices or other communications with regard to this claim should be sent to claimant at:

P.O. Box 58 Moccasin CA 95347

(ADDRESS TO WHICH NOTICES ARE TO BE SENT)

Please return the completed form to: Clerk of the Board, 5100 Bullion St, PO Box 784, Mariposa, CA 95338

***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.*

Dated: 3-29-24 Signed Gregory R Manly _____

(CLAIMANT/AGENT FOR CLAIMANT)

Government Code § 911.2. Time of or presentation of claims

A claim relating to a cause of action for death or for injury to person or to personal property or growing crops shall be presented as provided in Article 2 (commencing with § 915) of this chapter not later than six months after the accrual of the cause of action. A claim relating to any other cause of action shall be presented as provided in Article 2 (commencing with § 915) of this chapter not later than one year after the accrual of the cause of action.