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
AUGUST 6, 2024

A. Call to Order and Roll Call

Vice-Chair Smallcombe called the meeting to order, noting Chair Menetrey is excused.

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	Excused	

B. Pledge of Allegiance

Vice-Chair Smallcombe led the pledge.

C. Introductions

None.

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

Vice-Chair Smallcombe read the consent agenda note.

Public comment was received by Mike Brusa/Resident who commented on CA. 1 noting this was originally declared in 2018. He noted he continues to remain skeptical on the ability to deal with the housing issues. He then discussed examples of issues he has seen with government as well as the housing element.

Supervisor Poe commented on CA. 10 noting the work done in the North County is wonderful and they have seen remarkable results.

Vice-Chair Smallcombe commented on CA. 9, asking the HHSA director to give background. Dr. Kristina

Keheley/Interim Health and Human Services Agency Director gave a background to the item noting the court process and other everyday items.

Vice-Chair Smallcombe also commented on CA. 15 and called up the public works director. Shannon Hansen/Public Works and Transportation Director noted on the topic of utilities they could only accept cash or check. This item allows rate payers to pay their utility bills online.

Supervisor Forsythe commented on CA. 16 calling up Director Hansen. She noted that this was an amazing project and thanked the Sheriff and the Office of Emergency Services (OES) for their help on this. She further noted how wonderful this will be for the town of Mariposa.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration**

Approve FY24 Budget Action Reducing General Fund Contingency and Increasing Appropriations in the Indigent Defense Department Budget to Cover Unanticipated End of Year Expense Overage ($22,000) (4/5ths Vote Required)

CA3. **Clerk of the Board**

Appoint Eva Adams and Dana Hallett to the Behavioral Health Board with a Term Expiring August 6th, 2027

CA4. **County Counsel**

Approve First Amendment with Charles River Associates and Wanger Jones Helsley PC Increasing the Amount by $16,235 for a New Amount Not to Exceed $76,235; Authorize the Board of Supervisors Chair to Sign the Amendment; and Authorizes the Release to the Public of the Confidential Memorandum from Charles River Associates, Dated July 3, 2024, and the Confidential Memorandum from Wanger Jones Helsley PC, Dated July 5, 2024

CA5. **Fire**

Accept Subaward Amendment 1 of 2022 CAL FIRE County Coordinator Grant Program for Mariposa County Statewide Through the California Firesafe Council for the Extension of the County Coordinator Grant Program Through December 31, 2024; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement

CA6. **Health and Human Services Agency**

Approve Budget Action Recognizing Grant Revenue Received and Increasing Salary Appropriations ($144,100) (4/5's Vote Required)

CA7. **Health and Human Services Agency**

Approve an Agreement with Area 12 Agency on Aging in the Amount of $205,724 for Services in Third Year (Fiscal Year 2024-2025) of Awarded Four-Year Area 12 Agency Grant (July 2022 Through June 2026);Authorize the Board of Supervisors Chair to Sign the Agreement; and Designate the Health and Human Services Agency Director as the Designee to Complete and Sign Documents Per Exhibit E of the Agreement and Any Future Amendments to the Agreement (Subject to Approval as to Form by County Counsel)

CA8. **Health and Human Services Agency**

Approve Budget Action Increasing Salary Appropriations and Decreasing Operating Expense Appropriations Within the Alcohol and Drug Department Budget for Fiscal Year 2024 ($113,794); and Recognize the Grant Revenue and Increasing the Department Salary Appropriations Budget to Pay Expenses Through Year End ($218,586)(4/5's Vote Required)

CA9. **Health and Human Services Agency**

Approve a Five-Year Grant Agreement with Department of State Hospitals in the Amount of $2,277,343.31 for the Participation in Jail Based Competency Treatment (JBCT); and Authorize the Board of Supervisors Chair to Sign this Grant Agreement

CA10. **Health and Human Services Agency**

Approve a Three Year Agreement with Today is a New Day Recovery Home in the Amount of $201,000 for Sober Living Environments; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA11. **Health and Human Services Agency**

Approve Third Amendment to the Infant/Child Enrichment Services (ICES) Agreement Increasing Compensation by $25,000 for a New Amount Not to Exceed $250,000 for Child Care Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA12. **Health and Human Services Agency**

Approve an Agreement with the California Department of Social Services (CDSS) for the Provision and Receipt of Legal Services Associated with the Resource Family Approval (RFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA13. **Health and Human Services Agency**

Approve an Agreement with Berliner Cohen LLP in the Amount of $150,000 for Legal Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA14. **Probation**

Approve Third Amendment to Memorandum of Understanding (MOU) with the County of Tuolumne for the Placement and Detention of Mariposa Youth at the Motherlode Regional Detention Facility

(MRDF); and Authorize the Board of Supervisors Chair to Sign the Amendment

CA15. **Public Works**

Approve a No-Cost Agreement with Integrated Payment Solutions, LLC (PAYSTAR), for Online Payments; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA16. **Public Works**

Approve an Agreement with Mason, Bruce & Girard, Inc., in the Amount of $211,000 for Project Management of the Mariposa Creek Hazardous Fuels Reduction Project; and Authorize the Board Supervisors Chair to Sign the Agreement

CA17. **Public Works**

Ratify an Agreement with United States Department of Agriculture (USDA) Forest Service for an Emergency Incident Helibase at Mariposa-Yosemite Airport

CA18. **Air Pollution Control District (APCD)**

Ratify the Signature of the Air Pollution Control Officer Dated December 29, 2023 on an Amended Acceptance of the Grant Agreement for AB 617 Community Air Protection Program G21-WSRP-13-1 Amending the Total Amount from $179,770 to a New Amount Not to Exceed $375,400

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Steven Ward/Cal Fire/Mariposa County Fire addressed the Board on the Pedro Fire. He noted there had been potential for it to become a major incident, but with collective collaboration it was kept within its current footprint. He acknowledges partners such as the Sheriff's Office, County Roads Department, Red Cross, and the County Fire Reserves. He expressed that there was a good presence and noted as of the meeting, the fire was in control and has been scaled back to patrol status. Chief Ward also called out the fire that was currently burning in Butte County, he noted it has eaten 414,000 acres. He noted the resources and devastation that is going on throughout the State.

Supervisors Smallcombe, Toso, Poe, and Forsythe noted their thoughts are with their counterparts in Butte and Tehama counties. They all offered their thanks and kudos to the fire crews.

Jeremy Briese/Sheriff noted there seemed to be a common theme, working together for the betterment of Mariposa. He then discussed the Jail based competency grant. He discussed working together for efficiencies not only in emergencies but just as his office and HHSA have worked together for the Jail. He then thanked the volunteers and his staff for their response on the fire. He also discussed the School Resource Officer not being funded and they were looking at other ways to get officers in the schools. Sheriff Briese also gave an update to the new Mark 43 system.

Joe Lynch/County Administrative Officer noted there had been a contract for Today is a New Day, and noted they were extending the term. He further noted they were finding middle ground and laying out the benefits.

He further noted a lot of recognition was heard; he stated our County has an amazing joint command to make sure incidents are handled quickly. He noted every single Department Head plays a part, they don't get overtime and tend to give 15 hours a day. He noted Sergeant Smith is amazing in OES. He thanked them.

Kari Kisela/Mariposa County Chambers noted on August 16th at 4:30 PM there would be a ribbon cutting for Concierge Real Estate and further noted she encouraged all to attend.

G. Public Comment on Non-Agenda Items

Public comment was received by Jeanne-Ann Pine/Resident who noted on the Pedro fire, the radio station got a call from an out of towner who was a little freaked out. She noted she interviewed a dispatcher who gave great information. She then commented on the Auditor situation noting her emails have not been responded to.

Mike Brusa noted he generally comments on the constitution. He noted he comes here instead of Sacramento is because he felt there is nonsense coming out of there. He then discussed the local government. He noted it is critically important. He then discussed the king, the stamp act, Bidens competency level, and the school resource officer.

Recess Board of Supervisors

10:05 AM Vice-Chair Smallcombe recessed the Board of Supervisors meeting, and the Clerk of the Board read the Government Announcement.

Announcement Pursuant to Government Code 54952.3

H. COUNTY SERVICE AREA 1M (Don Pedro)

10:06 AM Vice-Chair Smallcombe called to order the meeting of the County Service Area 1 M (CSA 1M).

Public Comment Period

None.

CSA 1M Regular Agenda

1. **Public Works**

   Approve an Agreement with Moore Twining Associates, Inc., to Supply Ground Water Sampling and Monitoring for Mariposa Pines Waste Water Transition Plan (WWTP) for a Three-Year Term; and Authorize the Board of Supervisors Chair to Sign the Agreement

Shannon Hansen gave the staff report, noting this is a routine item. No public comment received.

RESULT:	**Adopted**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe

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

Adjourn CSA 1M

10:08 AM Vice-Chair Smallcombe adjourned the CSA 1M meeting.

Reconvene as Board of Supervisors

10:09 AM Vice-Chair Smallcombe reconvened the Board of Supervisors meeting.

I. Regular Agenda Items

1. **County Counsel**

Adopt Policy Regarding Service Animals for Persons with Disabilities

Steve Dahlem/County Counsel gave the staff report. In response to a question from Supervisor Toso, Counsel Dahlem noted this is only for County facilities. No public comment was received.

RESULT:	**Adopted**
MOVER:	District II Supervisor Shannon Poe
SECONDER:	District III Supervisor Danette Toso
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe
EXCUSED:	District V Supervisor Menetrey

2. **Administration**

Approve a Salary Increase for the Assistant Auditor Classification; Set the New Annual Salary to $99,198.590 - $121,034.117

Joe Lynch gave the background to this item. Chris Ferbrache/Human Resources gave the staff report.

Public comment was received by Jonathan Noel/Resident asked if this job cannot be given to someone the county already has. He noted he was surprised the resource officer wasn't in the budget. He thought we may be able to shift this money. He further noted we needed better use of monies. He noted there are lots of grants available.

Mr. Lynch answered Mr. Noel's questions noting they were unaware of the none funding of the school resource officer and they are looking at grants to cover the funding.

Board discussion ensued.

RESULT:	**Adopted**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor

Forsythe, District II Supervisor Poe

EXCUSED: District V Supervisor Menetrey

3. **Administration**

Approve the Over-Hire of one (1) Deputy Clerk of the Board I/II Position, Effective Immediately until the Incumbent Resigns

Chris Ferbrache gave the staff report. Danielle Bondshu/Clerk of the Board, provided further background.

Public comment was received by Mike Brusa, who was commenting on the previous items and discussed schools and government monopolies.

Board discussion ensued.

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

J. Board Information

None.

K. Adjournment

10:43 AM adjourned in memory of Shirley Fiester, Michael Fisher, and Florentine Topping.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-322

MEETING: August 6, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

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

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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 III Supervisor Danette Toso
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe
EXCUSED:	District V Supervisor Miles Menetrey

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-323

MEETING: August 6, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve FY24 Budget Action Reducing General Fund Contingency and Increasing Appropriations in the Indigent Defense Department Budget to Cover Unanticipated End of Year Expense Overage ($22,000) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve FY24 Budget Action Reducing General Fund Contingency and Increasing Appropriations in the Indigent Defense Department Budget to Cover Unanticipated End of Year Expense Overage ($22,000) (4/5ths Vote Required).

Administration oversees the budget, and County Counsel reviews and processes invoices. Several invoices were received in the month of July which relate to FY24 work and should be processed in the FY24 fiscal year as a result. The budget was insufficient to cover the final bills and so a budget action is required.

It is important to note that a budget is a prediction and does not always cover all expenditures when caseloads are higher than usual and/or investigations require additional expenses. In addition, Mariposa County has contracted with two attorneys for over ten years, and the likelihood that they will have conflicts, forcing them to request a non-contracted attorney instead increases annually. The number of conflict counsel cases has grown in recent years as a result.

Mariposa County has an obligation to provide legal defense services for those who cannot afford it, and when expenditures are higher than budgeted, a budget action is required.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Resolution 23-343: Adopt a Resolution Adopting the 2023-24 Fiscal Year Budget and Authorizing Certain Actions in Order to Implement the Fiscal Year 2023-24 (FY24) Budget

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and Mariposa County would not be able to cover legal expenses associated with Indigent Defense. Budget actions are processed regularly at the end of the fiscal year when expenses do not perfectly align with the budget.

FINANCIAL IMPACT

Reduce general fund contingency by $22,000.

ATTACHMENTS

1. Indigent Defense Again 8.6.24

VOTE RESULT

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	206	60318	Legal Services		22,000	
1001	100	92001	Contingency Designation			22,000
				TOTALS	22,000	22,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR: FY24

DEPARTMENT HEAD SIGNATURE DATE

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Action Form Revised 07/01/2024

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: August 6, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Appoint Eva Adams and Dana Hallett to the Behavioral Health Board with a Term Expiring August 6th, 2027

RECOMMENDATION AND JUSTIFICATION

Appoint Eva Adams and Dana Hallett to the Behavioral Health Board with a Term Expiring August 6th, 2027.

These membership appointments come to the Board of Supervisors at the recommendation of the Behavioral Health Board (BHB) per vote during the August 3, 2022 BHB meeting. Under the BHB by-laws, approved by Board of Supervisors Resolution 17-340, the BHB may recommend appointments to the Board of Supervisors.

According to the Welfare and Institutions Code, the BHB shall consist of not less than five (5) and no more than fifteen (15) members, with representation from various economic, social, and occupational groups, and persons who have received mental health treatment. There are currently six (6) members appointed to serve on this board. Vacancies for this board have been posted according to the Maddy Act and these appointees fit into one of the open membership categories.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On May 16, 2017, the Board of Supervisors created the BHB with resolution 17-289.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not appoint and leave the BHB with vacancies which may prevent it from functioning under its mandates.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **Dana Hallett - Application - BHB_Redacted**
2. **Application Eva Adams 2-13-24_Redacted**

RECEIVED
JAN 30 2024
BOARD OF SUPERVISORS

RECEIVED
JAN 30
BOARD OF SUPERVISORS

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

http://www.mariposacounty.org/index.aspx?NID=119

Name of Board, Commission or Committee for which you are applying: Behavioral Health Board

Supervisorial District in which you Reside: [redacted]

Length of Residency in the County: 23 yrs

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name: Dana

Last Name: Hallett

Mailing Address: [redacted]

Email Address: —

Are you Over 18 Years of Age: yes

Employment Status: Retired/Disabled

Employer's Name: —

Employer's Address: —

Da [redacted]

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:

Interest and Concern Regarding the the Mental Health of Residents of Mariposa County.

Please list prior/current appointments to other Boards/Commissions/Committees:

Parks Authority Advisory committee
IHSS Advisory committee

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

List any information regarding experience, training and/or education that you feel qualifies you for this position:

Numerous volunteer positions during 24 yrs of Residency in OREgon, such as Board of Community Health Centers of ORE.

I HAD a Medical Software Co. for many years serving the Western U.S. sold to Medical Health as well.

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission? NO

If Yes, please explain:

Resumé Attached:	**Time(s) you have available to attend meetings (days, evenings, etc.):** prefer days	**Do you have transportation?** Yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: JAN 30, 2024 Signature: [signature]

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

http://www.mariposacounty.org/index.aspx?NID=119

Name of Board, Commission or Committee for which you are applying: Behavioral Health Committee

Supervisorial District in which you Reside: [redacted]

Length of Residency in the County: 18 approx

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name: Eva

Last Name: ADAMS

Mailing Address: [redacted]

Email Address: [redacted]

Are you Over 18 Years of Age: Yes

Employment Status: [redacted]

Employer's Name: N/A

Employer's Address: N/A

Day Telephone Number:

Cell Phone Number: [redacted]

Please explain why you wish to serve on this Board/Commission/Committee:

Behavioral Health is an extremely important issue in our community. We have many populations to serve, including veterans and the homeless. There should be more attention given to the needs of those requiring mental health services.

Please list prior/current appointments to other Boards/Commissions/Committees:

IHSS, Human Services 4 yrs (approx)
vice-chair

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

List any information regarding experience, training and/or education that you feel qualifies you for this position:

I have board experience as vice-chairman of IHSS. As a manager for a woman's detox and inpatient unit we took mandatory mental health trainings, suicide prevention, conflict de-escaltion, and related subjects. As a patient, with diagnosed PTSD and anxiety, I have experience trying to find treatment and navigating an often complex system for the patient. I'm motivated, interested, have a degree and want to be of service to our community

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?

If Yes, please explain:

NO

Resumé Attached:	**Time(s) you have available to attend meetings (days, evenings, etc.):**	**Do you have transportation?**
-	Available / flexible	yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: 2.12.2024 Signature: Eva M. Adams

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-324

MEETING: August 6, 2024

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Approve First Amendment with Charles River Associates and Wanger Jones Helsley PC Increasing the Amount by $16,235 for a New Amount Not to Exceed $76,235; Authorize the Board of Supervisors Chair to Sign the Amendment; and Authorizes the Release to the Public of the Confidential Memorandum from Charles River Associates, Dated July 3, 2024, and the Confidential Memorandum from Wanger Jones Helsley PC, Dated July 5, 2024

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment with Charles River Associates and Wanger Jones Helsley PC Increasing the Amount by $16,235 for a New Amount Not to Exceed $76,235; Authorize the Board of Supervisors Chair to Sign the Amendment; and Authorize the Release to the Public of the Confidential Memorandum from Charles River Associates, Dated July 3, 2024 and the Confidential Memorandum from Wanger Jones Helsley PC, Dated July 5, 2024.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The County of Mariposa (the "County") retained Wanger Jones Helsley PC ("WJH") to perform an assessment of the payments made by Merced Irrigation District ("MID") pursuant to the April 1, 2017, Settlement Agreement, Mutual Release, and Amendment and Restatement of Certain Agreements between MID and the County ("Settlement Agreement"). Due to the technical aspects of assessing MID's payments under the Settlement Agreement, the County and WJH entered into a Consulting Services Agreement with Charles River Associates, Inc. ("CRAI"), dated September 1, 2023, to assist with the evaluation. Pursuant to the Consulting Services Agreement, CRAI's fees were not to exceed $60,000 based on the county administrative officer's purchasing authority.

CRAI has now completed its assessment of MID's payments and has provided WJH with a confidential memorandum, dated July 3, 2024, summarizing its findings. WJH then provided the County with a confidential memorandum, dated July 5, 2024, with its assessment and recommendations.

CRAI's total fees for the assessments were $76,235. It is recommended that the attached First Amendment to Agreement for Consulting Services be approved and that the Chair of the Board of Supervisors be authorized to sign the First Amendment.

It is further recommended that the Board of Supervisors, as the holder of the privilege, waive the privilege and release to the public the confidential memorandum from CRAI, dated July 3, 2024, and

the confidential memorandum from WJH, dated July 5, 2024.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and the memorandum will remain confidential.

FINANCIAL IMPACT

An additional $16,235 to the original Agreement of $60,000 for a total fee of $76,235

ATTACHMENTS

1. Charles River Associates-First Amendment

VOTE RESULT

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

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES, 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 Charles River Associates, hereinafter referred to as "Charles River;" and Wanger Jones Helsley, PC, hereinafter referred to as "the Firm."

WHEREAS, County, Charles River, and the Firm have heretofore entered into an Agreement dated September 1, 2023, wherein Charles River agreed to provide consultation services to County and the Firm; and

WHEREAS, County, Charles River, and the Firm desire to amend said Agreement to change the compensation to be provided to Charles River.

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

Paragraph 3 of the Consulting Services Agreement is hereby amended to provide that an additional Sixteen Thousand Two Hundred Thirty-Five Dollars ($16,235) will be added to the original amount of Sixty Thousand Dollars ($60,000), making the total compensation paid to Charles River the not to exceed amount of Seventy-Six Thousand Two Hundred Thirty-Five Dollars ($76,235).

Except as herein amended, the Agreement dated September 1, 2023 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA

_____
Miles Menetrey, Chair
Board of Supervisors

CHARLES RIVER ASSOCIATES

_____
Christopher Russo, Vice President
and Practice Leader

WANGER JONES HELSLEY PC

_____
John Kinsey, Shareholder

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Form Revision Date: 02-26-24

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-325

MEETING: August 6, 2024

TO: The Board of Supervisors

FROM: Steven Ward, Division Chief

RE: Accept Subaward Amendment 1 of 2022 CAL FIRE County Coordinator Grant Program for Mariposa County Statewide Through the California Firesafe Council for the Extension of the County Coordinator Grant Program Through December 31, 2024; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement

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RECOMMENDATION AND JUSTIFICATION

Accept Subaward Amendment 1 of 2022 CAL FIRE County Coordinator Grant Program for Mariposa County Statewide Through the California Firesafe Council for the Extension of the County Coordinator Grant Program Through December 31, 2024; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement.

The 2022 CAL FIRE County Coordinator Grant Program Statewide 419805, which provides funding for the Mariposa County Wildfire Mitigation Coordinator and wildfire mitigation actions and coordination, was approved and an agreement signed in February 2023 via Resolution 2023-67. The original agreement had a term ending July 31, 2024. CAL FIRE, through California Fire Safe Council, has extended the term of the grant until December 31, 2024, allowing for further expenditure of funds and completion of grant deliverables.

The Grant Subaward Amendment 1, attached, lists the updated terms of the grant and acts as the agreement.

The Subaward Amendment has no change in funds available. The existing funds are sufficient to cover any expenses related to the grant program for the amended timeline.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board passed Resolution 2023-67 for the acceptance and agreement of 2022 CAL FIRE County Coordinator Grant Program in February 2023 to accept grant funding for the Wildfire Mitigation Coordinator position and grant-related expenses through July 31, 2024.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The 2022 CAL FIRE County Coordinator Grant Program term will not be extended and remaining funds for the Wildfire Mitigation Coordinator position and grant-related expenses will become inaccessible.

FINANCIAL IMPACT

Fund availability is extended until December 31, 2024 from July 31, 2024 for the Wildfire Mitigation Coordinator salary and benefits as well as eligible costs for the County Coordinator Grant Program.

ATTACHMENTS

1. Grant Coordinator Extention

VOTE RESULT

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

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June 20, 2024

Grant ID: 22 CAL FIRE County Coordinator Grant Program Statewide 419805
Re: Subaward Amendment 1

AMENDMENT 1

Chris Bernard
Mariposa County Fire Department
4802 State Highway 140
Mariposa, CA 95338

Dear Chris,

The following sections to your 22 CAL FIRE County Coordinator Project titled "22 CALFIRE County Coordinator Grant Program 22 CALFIRE CC Statewide" subaward agreement, dated January 20, 2023, are amended as follows:

The California Fire Safe Council ("CFSC") is pleased to provide a period of performance extension through December 31, 2024, for Mariposa County Fire Department's "22 CALFIRE County Coordinator Grant Program 22 CALFIRE CC Statewide" project, (the "Project"). The Mariposa County Fire Department, hereinafter referred to as the "Subrecipient," enters into this Subaward Agreement Amendment (the "Agreement") on the date of the last signature on this Agreement Amendment below, following the terms and conditions set forth herein.

Funding for this Project is provided from the State of California, by and through the California Department of Forestry and Fire Protection ("CAL FIRE") as part of the California Climate Investment Program. The Project being funded is as described in the Subrecipient's original application for funding and in updates and modifications to the original application for funding as applicable. This Agreement outlines the subaward's procedures and requirements.

SECTION 2: TERM OF THE SUBAWARD

The new term of this Agreement is from February 1, 2023, to December 31, 2024, and shall terminate upon CFSC determination that the Project subject to this Agreement is complete (the "Term").

In addition to the terms and conditions of this Agreement, the Subrecipient agrees that the terms and conditions contained in the documents set forth below are hereby incorporated, unless otherwise not required, and made part of this agreement:

1. California Climate Investments Department of Forestry and Fire Protection Direct Award Procedural Guide February 2022 (available in the Library Tab of your ZoomGrants account)
2. The approved Application, Project Budget, Deliverables and Attachments

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3. The 2022 CAL FIRE County Coordinator Statewide Grant Program Handbook (commonly referred to as the "Award Handbook", available in the Library Tab of your ZoomGrants account)
4. Subrecipient's Organization By-Laws
5. Subrecipient's Fiscal Sponsor Agreement Letter (if applicable)
6. Board of Directors or Board of Supervisors/City Council Roster with Contact Information
7. Certificate of Insurance and all other applicable Insurance Requirements, as requested
8. Project Vicinity Map(s) identifying project boundaries
9. Examinations from all relevant governmental agencies applicable to the project, as requested
10. IRS Tax Exemption Documents (If applicable)
11. Letters of Commitment
12. Resolution of Subrecipient Authorizing Grant Application

SECTION 5: REPORTS

Periodic reporting is a requirement of the Subaward Agreement. After every performance period, as listed in the Subrecipient Reporting Schedule below, Subrecipient will complete and submit interim programmatic and financial reports, or "Progress Reports." This subaward amendment will require two additional progress reports, as noted below. All required deliverables and reports shall be uploaded via CFSC's ZoomGrants system.

SUBRECIPIENT REPORTING SCHEDULE

Report #	COVERS PEFORMANCE PERIOD	PROGRAMMATIC AND FINANCIAL REPORT DUE DATE
1	February 1, 2023-April 30, 2023	May 31, 2023
2	May 1, 2023-July 31, 2023	August 31, 2023
3	August 1, 2023-October 31, 2023	November 30, 2023
4	November 1, 2023-January 31, 2024	February 29, 2024
5	February 1, 2024-April 30, 2024	May 31, 2024
6	May 1, 2024-July 31, 2024	August 31, 2024
7	August 1, 2024-October 31, 2024	November 30, 2024
8	November 1, 2024-December 31, 2024	January 31, 2025
Closeout Report	February 1, 2023- December 31, 2024	January 31, 2025

Final Closeout Report: By January 31, 2025, at 5 p.m. PST, Subrecipient agrees to submit a final closeout report, including all required documents, through the Documents Tab in ZoomGrants. In addition to the final report, the last quarterly report for the period of November 1, 2024–December 31, 2024, is also due the same day January 31, 2025.

The final report should include:

1. A final closeout report narrative.

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2. A final financial report on actual costs for the entire term of this agreement with supporting documentation.
3. One (1) digital version of products developed using grant funds over the entirety of the Project, such as publications, flyers, communications and/or educational materials, best practice guides, newspaper clippings and other materials.
4. A final success story and accompanying photographs of the Project.
5. Photos: High resolution digital photos showing the project's outcomes and events.
6. Confidential program evaluation form.
7. GIS Portal Project data files, which may include projects maps, list of fire mitigation groups and project partners, and other items to be determined.
8. Any additional project documents or materials you want to share.

Failure to comply with all reporting and closeout procedures by the deadline date will be considered noncompliance with the terms of this Subaward Agreement. Such noncompliance may result in increased performance monitoring, disallowance of costs, ineligibility for future funding, or be considered in the evaluation of organizational capacity for future Subawards.

Grant closeout procedures may be modified during the grant term. Subrecipient will be notified in writing at least ninety (90) days in advance of such a change.

Any funds provided by CFSC and held by the Subrecipient and not expended at the end of the Period of Performance will be returned to CFSC no later than January 31, 2025.

SECTION 6: PAYMENTS

Payments to Subrecipient shall be in the form of electronic direct deposit through ACH processing to Subrecipient's bank account. (ACH processing is a safe form of a bank wire from CFSC's bank to Subrecipient's bank). Payments for work conducted under this Agreement may be made on an advance and/or reimbursement basis with prior approval by CFSC and are contingent upon the receipt by CFSC of sufficient funds from CAL FIRE pursuant to the Master Award. Payments shall be made upon receipt and approval of a Payment Request Form and a financial report detailing current charges and total-to-date charges by major budget cost categories (e.g., salaries, fringe benefits, supplies, etc.) with appropriate supporting source documentation of all expenses incurred (see CAL FIRE Project Costs Table). After the initial payment, additional payment requests may take up to 90 days after Subrecipient's request to CFSC. CFSC is not liable for any damages or expenses incurred due to delay in payment for any cause whatsoever.

Subrecipient must provide a completed ACH Authorization Form and W-9 in ZoomGrants prior to any initial payment being made.

Subrecipient may submit a new payment request once it has spent 60% or more of the funds received from the prior payment and supplies necessary supporting documentation. CFSC reserves the right to deny any request for new payment.

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To submit a payment request, the Subrecipient must submit the request in ZoomGrants, and upload the following proof of expenditures for the prior invoice period into ZoomGrants:

- A summary sheet or copy of general ledger showing each budget category
- Detailed transaction ledgers by each budget category and/or payroll ledgers
- All backup documentation to support the invoice (see CAL FIRE Project Costs Table)

The Subrecipient shall maintain an accounting system that follows custom accounting principles consistently applied. The accounting system must accurately reflect fiscal transactions, using the necessary controls and safeguards. This system shall provide an adequate audit trail, including original source documents, such as receipts, progress payments, invoices, purchase orders, timecards, canceled checks, etc. Please redact account numbers and personal identifying information before submitting invoices. The system shall also provide accounting data so the total cost of each individual project can be readily determined. CFSC may request records and documentation at any time. Project records (including source documents for all project expenditures) shall be retained by the Subrecipient for at least three (3) years after the closing date of the Project and one year following an audit, whichever date is later, unless the Grantee has a longer retention policy.

Avoid audit exceptions – keep accurate records. In the event of an audit, a finding of inaccurate records is grounds to terminate this Subaward Agreement.

CFSC reserves the right to cancel or stop payments, disallow costs, or increase performance monitoring measures if there are compliance or programmatic issues, which may be considered in the evaluation of future subaward applications.

Subrecipient shall account for payments received under this Agreement in its budget accounting in the quarterly reports and the final/closeout report.

Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and used toward offsetting the project cost or returned to CFSC.

Additionally, Subrecipient must submit a report in the same fashion and format as the Quarterly Reports in Section 5 of this Agreement, specifically detailing the status of the Project as defined in Section 4 of the original subaward agreement. CFSC reserves the right to deny requests for payments or apply special conditions for payment should Subrecipient fail to adhere to the Project Schedule in Section 4.

SECTION 8: TITLE TO AND USE OF EQUIPMENT AND SUPPLIES

Title to any supplies or equipment purchased during the Term under this Agreement will vest upon acquisition in the Subrecipient. Notwithstanding the foregoing, Subrecipient shall have free, irrevocable license to use the equipment or supplies.

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Equipment is an item of $5,000 or more per unit cost and has a tangible useful life of more than one year. Equipment is not to exceed $250,000.

Purchase of equipment using grant funds is allowable only with prior approval by CFSC and only when authorized by the funding source (CAL FIRE). A cost-benefit analysis to justify the cost of purchasing equipment versus leasing must be provided in the budget narrative or uploaded as an Other Document in the Documents tab in ZoomGrants. Procurement of equipment must be done on a competitive basis and include documentation of price analysis.

Equipment purchased using grant funds, wholly or in part, must be used by the Subrecipient for the project which it was acquired. CFSC retains a vested interest in the equipment for the useful life of the equipment, even after completion of the grant.

After the completion of the Project any equipment purchased with grant funds shall disposed as described in the Project. If the Project description does not provide for the disposition of equipment, Subrecipient shall submit to CFSC (Upload as an Other Document in the Documents tab in ZoomGrants) a disposition plan for CFSC's approval. The disposition plan shall include the proposed use and maintenance plan for the useful life of the equipment and the ultimate disposition of the equipment. CFSC may demand the transfer of the equipment to CFSC or a CFSC designee. If Subrecipient fails to complete the Project for any reason whatsoever, the equipment and title to the equipment shall be transferred to CFSC upon CFSC's demand. Equipment shall not be used as collateral or other means.

SECTION 9: TITLE TO AND USE OF WORK PRODUCTS AND DATA

Title to any and all materials developed with funds from this Agreement vests in the Subrecipient. Notwithstanding the foregoing, CFSC shall have a free, irrevocable license to use, publish, or distribute all such materials. The word "materials" may include, but is not limited to: reports, studies, photographs, computer programs, drawings, writings, or other similar works or documents, along with all supporting data and material, produced under this Agreement.

CFSC reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use the materials developed by Subrecipient for CFSC's educational, promotional, or other business purposes. CFSC will always attempt to do this with Subrecipient's notification and/or consent.

SECTION 10: PERMITS/ENVIRONMENTAL COMPLIANCE

Subrecipient shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental and cultural resource laws prior to beginning any activities, including but not limited to, ground- or vegetation-disturbing activities.

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Projects were selected on the Subrecipient's assurance that environmental and cultural permits were either not necessary or already in place.

Documentation of CEQA compliance must be provided to CFSC when applicable.

Please see Section 22 "Special Conditions" for any grant-specific conditions or restrictions. Please contact your CFSC Grant Specialist if ground disturbing activities are scheduled to occur, prior to activities beginning, and/or if you experience any delays receiving necessary permits.

SECTION 13: SITE VISITS & REMEDIES FOR NONCOMPLIANCE

Site Visits: CFSC staff will conduct a minimum of one monitoring site visit/desk review and may schedule additional visits during the Term of the Agreement, to review program compliance, organizational risk/capacity, performance, and to ensure work is in accordance with the approved Scope of Work. Subrecipient will be notified when CFSC, or CAL FIRE staff, would like to conduct a site visit during the Term. The CFSC Grant Specialist will contact the Subrecipient to schedule the visit(s) and inform the Subrecipient of any items to be reviewed. Some items that may be viewed during a site visit include:

- Source documentation
- Financial records
- Physical assets
- Written policies and procedures
- Audit compliance records
- Internal controls
- Field work in progress or completed

Remedies for Noncompliance: If subrecipient fails to comply with terms and conditions of the Agreement, CFSC may impose additional conditions. If CFSC determines that noncompliance cannot be remedied through imposing additional conditions, CFSC may take one or more of the following actions as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency or more severe enforcement action by CFSC.
2) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the costs of the activity or action not in compliance.
3) Wholly or partly suspend or terminate this Agreement.
4) Initiate suspension or debarment proceedings.
5) Withhold further awards for the project or program.
6) Take other remedies that may be legally available.

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SECTION 16: NOTIFICATION & MANDATORY DISCLOSURES

Subrecipient shall immediately notify CFSC of developments that have a significant impact on activities supported under this Agreement. Written notification shall be given in case of problems, delays or adverse conditions that materially impact the ability to meet the objectives of the Agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation. Notice should be sent to your CFSC Grant Specialist.

Subrecipient must disclose, in a timely manner, in writing to the CFSC Grant Specialist all violations of Federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failure to make required disclosures can result in CFSC taking action for remedies of noncompliance up to and including termination of the award.

SECTION 21: CONFLICT OF INTEREST

Subrecipient must establish a conflict of interest policy. Subrecipient or anyone acting on behalf of Subrecipient shall not have any conflicting personal and/or financial interests in carrying out the duties of this Agreement. Subrecipient must disclose in writing any potential or perceived conflict of interest to CFSC Grant Specialist in a timely manner.

SECTION 24: AUTHORITY AND ACCEPTANCE

All necessary action has been taken by Subrecipient to accept this Agreement, authorize the undersigned to execute this Agreement, and perform the Project as set forth in this Agreement.

SECTION 25: CONTACTS

Subrecipient Contact

Chris Bernard
chris.bernard@fire.ca.gov
209-966-4330

CFSC Grant Specialist Contact

Nina Evans
nevans@cafiresafecouncil.org
279-599-0926

All other sections, terms and conditions of the original subaward agreement remain in effect.

The terms and conditions set forth above are accepted and agreed upon.

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Mariposa County Fire Department

Signature	Date
Full Name	Title

California Fire Safe Council

DocuSigned by:
Jacy Hyde
1E0185B6060C42C...

7/16/2024 | 13:23:39 PDT
Jacy Hyde, Ph.D., Executive Director — Date

FOR CFSC USE

Reviewed and approved:

DocuSigned by:
Julia Marsili
BB6EE189B55B43A...

Julia Marsili	7/9/2024 | 16:15:42 PDT
Interim Clearinghouse Manager — Name	Date

DocuSigned by:
Jessica Martinez
52A0F6DE64E24C4...

Jessica Martinez	7/16/2024 | 10:56:41 PDT
Program Director — Name	Date

Docusign Envelope ID: 12FDC885-E094-4DCD-80B4-B940C3F6B2E5

CAL FIRE Procedural Guide Project Costs Table
FY 21-22

Project costs must be consistent with the approved project and incurred during the performance period as specified in the grant agreement.

Budget Item	Eligible Cost	Required Documentation
Salaries and Wages	Salaries and wages of employees employed by the Grantee who is DIRECTLY engaged in the execution of the grant project. Limited to actual time spent on the grant project. Examples of expenditures include time-related to site visits and project monitoring and completion of reporting related to the grant project. Staff time related to accounting, business services, etc. are allowed only if those functions are not included in the Grantee's overhead cost.	A payroll summary of all employees' time spent on the project must be provided with invoices requesting salary/wage reimbursement. Payroll documentation should show a nexus between time worked on the project and wages paid to the employee after the fact. Timesheets or similar documentation detailing days and hours worked on the project must be maintained and retained by the Grantee for audit purposes but should not be submitted to CAL FIRE unless otherwise instructed.
Benefits	Employer contribution share of fringe benefits associated with employees (paid from salaries and wages Budget Item) who are directly engaged in the execution of the grant project. This will include Social Security, Medicare, Health Insurance, Pension Plan costs, etc. as applicable for the specific employee. Does not include Sick/Vacation/Holiday leave.	Same documentation as Salaries and Wages. Payroll summary documentation showing wages and hours paid to employee and associated fringe benefits. Back-up documentation to be retained by Grantee for audit records.

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Contractual	Direct consultant and contractual services necessary to achieve the objectives of the grant. Examples of contractual costs will be RPF supervision/certification, professional/consultant services (the costs of consultant services necessary for project planning and implementation), fire prevention contractor, etc. Procurement of contractual services should be documented to ensure selection on a competitive basis and documentation of price analysis.	Invoices from consultant/contractor identifying expenditure, services performed and period of services. Documents related to consultant/contractor selection analysis shall be kept by the Grantee but available for audit purposes.
Travel	Travel cost associated with travel to and from project sites, meetings, etc. directly related to the grant project and must be considered reasonable and necessary for the completion of the project. Reimbursement rates shall be consistent with the Grantee's written travel policy. Absent a written policy, per diem shall not exceed the California Standard Per Diem Rate allowable by the U.S. General Services Administration. Mileage rates shall not exceed the rates allowable by the IRS.	Receipts identifying travel cost (i.e., lodging, rental cars). Mileage must be documented by either employee travel claims that are signed by the employee or vehicle mileage logs for vehicles owned by the Grantee. Per Diem must be documented by employee travel claims.
Supplies	Supplies that are used in the direct support of the project are allowable. Supplies exceeding $500 per unit cost shall be documented to ensure procurement of supplies on a competitive basis and documentation of price analysis. Supplies include items under $5,000 per unit cost. (e.g., chainsaws etc.)	Receipts identifying item purchased, cost, and date of purchase. Documentation related to price analysis of procurement of supplies exceeding $500 shall be kept by the Grantee and made available for audit purposes.

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Equipment	Equipment is an item of $5,000 or more per unit cost and has a tangible useful life of more than one year. Equipment is not to exceed $250,000. The cost to lease equipment to use in the grant project may be charged to the grant. Use of equipment owned by the Grantee may be charged to the grant at a rate set by the California Department of Transportation Labor Surcharge and Equipment Rental Rate Guide. Purchase of equipment using grant funds is allowable only with prior approval by CAL FIRE. A cost-benefit analysis to justify the cost of purchasing equipment versus leasing must be provided. Procurement of equipment must be done on a competitive basis and include documentation of price analysis. The Grantee must include in the application package the proposed use and maintenance plans for equipment after the performance period of the grant. Disposition of equipment beyond the project performance period is subject to CAL FIRE approval. If Grantee fails to complete grant and/or dissolves during grant, equipment shall be returned to CAL FIRE. Equipment shall not be used as collateral or other means.	Cost of leased equipment charged to the grant must be substantiated with receipts identifying equipment leased, dates equipment was leased, lease rate and total cost. Use of Grantee equipment must be substantiated with an equipment usage log that identifies the equipment used, rate, and total rental cost. Cost of equipment purchased shall be substantiated by purchase receipt. Documentation related to price analysis of procurement of equipment shall be kept by the Grantee and made available for audit purposes. Disposition of the equipment must be approved by CAL FIRE in writing at the end of the grant term.

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Other	Other costs that do not fit in any of the above categories. The cost must be directly related to the grant project. A cost (such as rent, utilities, phones, general office supplies, etc.) that must be apportioned to the grant is considered indirect cost unless written justification is submitted and approved by CAL FIRE.	Invoices or receipts identifying the item and cost charged to the grant.
Indirect Costs	Indirect Costs are costs associated with doing business that are of a general nature and are incurred to benefit two or more functions within the Grantee organization. These costs are not usually identified specifically in the grant agreement, project, or activity, but are necessary for the general operation of the organization. Examples include salaries and benefits of employees not directly assigned to a project; functions such as personnel, accounting, budgeting, audits, business services, information technology, janitorial, and rent, utilities, supplies, etc. Functions included as direct versus indirect costs must be applied consistently for all activities within the Grantee organization, regardless of fund source. The maximum allowable indirect charge for this grant program for all entities including UC's and CSU's, is 12%	Applied on a percentage (%) basis on direct costs except for equipment. Documentation related to the determination of the Grantee's indirect cost rate must be retained by the Grantee for audit purposes.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-326

MEETING: August 6, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve Budget Action Recognizing Grant Revenue Received and Increasing Salary Appropriations ($144,100) (4/5's Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Recognizing Grant Revenue Received and Increasing Salary Appropriations ($144,100) (4/5's Vote Required).

This Budget Action recognizes grant revenue in the Mental Health Budget Department 402, funds 3604 and 3606, and increases salary appropriations ($144,100).

BACKGROUND AND HISTORY OF BOARD ACTIONS

In the normal course of business, the Agency must request Budget Actions to balance the various HHSA funds to pay actual expenses through the end of the fiscal year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this budget action is not approved, the Agency will be unable to pay expenses and balance the budgets in the affected funds for FY23-24.

FINANCIAL IMPACT

There is no impact to the County General Fund. This Budget Action recognizes grant revenue received ($144,100) and increases salary appropriations ($144,100).

ATTACHMENTS

1. 2024 End of the year Mental Health Budget Action #4 20240708

VOTE RESULT

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	INCREASE	DECREASE
3604	402	45063	State Grant Revenue - State	(11,560)	
3604	402	51111	Regular salaries and wages	11,560	
3606	402	45063	State Grant Revenue - State	(132,540)	
3606	402	51111	Regular salaries and wages	89,679	
3606	402	51202	Monthly Longevity	907	
3606	402	52301	Social Security	5,012	
3606	402	52302	Medicare	1,177	
3606	402	52201	Medical/Dental/Vision	24,757	
3606	402	52101	Retirement - Employer	9,919	
3606	402	52205	Life Insurance	48	
3606	402	52303	SDI	999	
3606	402	52206	Cash - Cafeteria Plan	42	
	2024 End of the year Mental Health Budget Action #4 20240708				
				0	0

TRANSFER BETWEEN FUNDS				DEBIT	CREDIT
				0	0

ACTION REQUESTED: (Check all that apply)
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 K Keheley DATE 7/8/24

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 2024-327

MEETING: August 6, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve an Agreement with Area 12 Agency on Aging in the Amount of $205,724 for Services in Third Year (Fiscal Year 2024-2025) of Awarded Four-Year Area 12 Agency Grant (July 2022 Through June 2026);Authorize the Board of Supervisors Chair to Sign the Agreement; and Designate the Health and Human Services Agency Director as the Designee to Complete and Sign Documents Per Exhibit E of the Agreement and Any Future Amendments to the Agreement (Subject to Approval as to Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Area 12 Agency on Aging in the Amount of $205,724 for Services in Third Year (Fiscal Year 2024-2025) of Awarded Four-Year Area 12 Agency Grant (July 2022 Through June 2026);Authorize the Board of Supervisors Chair to Sign the Agreement; and Designate the Health and Human Services Agency Director as the Designee to Complete and Sign Documents Per Exhibit E of the Agreement and Any Future Amendments to the Agreement (Subject to Approval as to Form by County Counsel)
For the Following Programs:

- Title III-B Transportation
- Title IIIC-1 Congregate Nutrition Program; and
- Title IIIC-2 Home Delivered Nutrition Program

BACKGROUND AND HISTORY OF BOARD ACTIONS

On June 9, 2020, the Board approved the initial Area 12 Agency on Aging (A12AA) Contract Extension Proposals for fiscal year 2020-21, Res. No. 2020-302. Included with this Board item are two (2) original standard agreements with support documents, Attachments A through D, along with Exhibits A through H, between Area 12 Agency on Aging and Mariposa County Health & Human Services Agency, Adult & Aging Services, for the above stated programs for Fiscal Year 2020-2021. Board Chair and County Counsel signatures are required.

On July 7, 2020, the Board approved Standard Agreements for Senior Meals and Transportation Programs for FY 2020-2021 through Resolution No. 2020-375.

On June 15, 2021, the Board approved Proposed Agreements for Senior Meals and Transportation for

FY 2021-2022 through Resolution No. 2021-349.

On August 3, 2021, the Board approved the Standard Agreement for Senior Meals and Transportation for FY 2021-2022 through Resolution No. 2021-454.

On November 9, 2021, the Board approved the First Amendment to the Standard Agreement for FY 2021-2022 through Resolution No. 2021-616.

On December 14, 2021, the Board approved the Second Amendment to the Standard Agreement for FY 2021–2022 through Resolution No. 2021-667.

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

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

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

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

On May 14, 2024, the Board approved the Second Amendment to the Standard Agreement for FY 2023-2024 through Resolution No. 2024-176.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

A negative action would sever an additional funding source to the agency which would create a gap or even suspension of many senior services currently provided.

FINANCIAL IMPACT

There is no impact to the General Fund.

ATTACHMENTS

1. **Area 12- Contract Transmittal Letter 2025**
2. **Area 12- Standard Agreement 2025**
3. **Area 12- Summary of Contract Changes 2025**
4. **Area 12 Resolution 2024-220**

VOTE RESULT

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

EXCUSED: District V Supervisor Miles Menetrey

INSTRUCTIONS FOR PROCESSING THIS CONTRACT

All documents must identify the Contractor's legal name **exactly** as shown on the Standard Agreement. Area 12 Agency on Aging (A12AA)

DOCUMENTS REQUIRED TO EXECUTE CONTRACT

- **One Standard Agreement(s)** (with terms and conditions) signed with original (wet) signatures. SIGNATURE STAMPS WILL NOT BE ACCEPTED.
- **Resolution/Minutes** – If your agency is a public entity, the A12AA requires a resolution from the Board of Supervisors or equivalent governing body authorizing the execution of this Contract. If your agency is private non-profit, the A12AA requires an authorization by the Board of Directors to execute this Contract. These documents must reference the **Contract Number (Fiscal Year)** and **specific programs** and may reference more than one program. If the resolution/minutes does not also authorize the signing of **amendments** for those contracts, another resolution/minutes will have to be obtained upon the amending of this Agreement.
- **Certificate of Insurance** referencing the Contract Number/Program or Letter of Self-Insurance for General Liability. Certificates may reference more than one Contract Number. Certificates and/or Letters of Self-Insurance must meet the conditions specified in ARTICLE XV of this Agreement. **The additional insured statement must name the Area 12 Agency on Aging as the additional insured.**
- **Certificate of Insurance** referencing the Contract/Program or Letter of Self-Insurance for Professional Liability and Auto Liability. **The liability certificate must name the Area 12 Agency on Aging as the additional insured.**
- **Information Integrity and Security Statement** referencing the contract or fiscal year and program names and *must be signed and returned with this Agreement.*
- **CCC-307** - filled out completely and signed.
- **Agency Contracts Representative (ACR)** – filled out completely and signed.
- **Authorized Signatory Form** - Signed by Governing Board Chairperson and current positions.

NOTICE:

The Area 12 Agency on Aging requires that all the supporting documents be returned with the Contract as a complete package. Do not return incomplete packages. They will be returned immediately.

Each Contract package must stand on its' own. Copies of supporting documents that do not need original signatures; (i.e., Insurance Certificates or Resolutions) will be accepted. If you have more than one Contract with the Area 12 Agency on Aging, you may send one Insurance Certificate listing all the programs the Insurance Certificate includes.

Failure to complete each Contract Package or to return the required documents that meet the specifications of the Area 12 Agency on Aging will delay processing of the Contract and may affect the timely release of your request for funds.

If you have any questions regarding the terms and conditions/program exhibits of this Agreement or if you have questions regarding these instructions, the contract processing requirements, or the required documents, contact Kristin Millhoff, Executive Director.

CONTRACT TRANSMITTAL LETTER
(Must be signed and returned with Contract package)

Kristin Millhoff, Executive Director
Area 12 Agency on Aging
19074 Standard Rd., Suite A
Sonora, California 95370

Enclosed please find all documents required for the execution of the contract with the Area 12 Agency on Aging (A12AA). All documents have been reviewed for completeness and all supporting documents identify the Contractor's name ***exactly*** as shown on the Standard Agreement.

The following documents are enclosed. Place a check in each box indicating completion. *(All documents are mandatory.)*

☐ **One Standard Agreement(s)** signed with original signatures. SIGNATURE STAMPS WILL NOT BE ACCEPTED.

☐ **RESOLUTION or MINUTES** of meeting authorizing execution of this Contract. *The Contract Fiscal Year and specific programs must be referenced in the Resolution or Minutes and already be on file with you.*

☐ **CERTIFICATE OF INSURANCE** referencing the Contract Program or Letter of Self-Insurance already on file for General Liability.

☐ **CERTIFICATE OF INSURANCE** referencing the Contract Program or Letter of Self-Insurance already on file for Automobile Liability.

☐ **CERTIFICATE OF INSURANCE** referencing the Contract Program or Letter of Self-Insurance already on file for Professional Liability.

☐ **INFORMATION INTEGRITY AND SECURITY STATEMENT** referencing the contract program and *must be signed and returned with this agreement.*

☐ **CONTRACTOR CERTIFICATION CLAUSES (CCC-307)**

☐ **AGENCY CONTRACTS REPRESENTATIVE (ACR)** filled out completely and signed.

☐ **AUTHORIZED SIGNATORY FORM** -- Signed by Governing Board Chairperson.

☐ This Contract Transmittal Letter is enclosed with this contract package.

➢ Upon receipt of a complete and correct contract package, the contract will be promptly executed and a copy sent to our organization.

➢ If items are missing, the Provider has 120 days to be in compliance with this agreement. Failure to comply with providing required documentation will result in the package being returned. The returned package will include a statement indicating the reason(s) for return. Execution of this Contract and the availability of funds may be delayed.

_____ _____
SIGNATURE (Director or designee) Program(s)

DATE: _____

STANDARD AGREEMENT BETWEEN

MARIPOSA COUNTY HEALTH & HUMAN SERVICES AGENCY, ADULT & AGING SERVICES

As SERVICE PROVIDER

5362 Lemee Lane, PO Box 99, Mariposa, CA 95338
Mariposa County Senior Center, 5246 Spriggs Lane, Mariposa, CA 95338
Mariposa County

Agreement Number: FY2024-2025 – Mariposa County HHS Agency, Adult & Aging Services
Programs: IIIC-1 Congregate Meals, IIIC-2 Home Delivered Meals, and IIIB Transportation

OLDER AMERICANS ACT (OAA) FUNDING
TITLES III-B, C, D, AND VII(a) and VII(b)

And

AREA 12 AGENCY ON AGING

(Hereinafter Referred to as A12AA)
19074 Standard Road, Suite A, Sonora, California 95370

WITNESSETH:

1. TERM

This **AGREEMENT ("Agreement")** is made and entered into this 1st day of July, 2024, by and between A12AA and Mariposa County Health & Human Services Agency, Adult & Aging Services (**"Contractor"**) pursuant to the following terms and conditions.

The term of this Agreement is July 1, 2024 through June 30, 2025.

2. COMPENSATION

The maximum amount of this Agreement is $205,724.00, two hundred five thousand, seven hundred twenty four dollars and no cents.

Congregate Meals	$ 86,102.00
Congregate Meals NSIP	8,650.00
Home Delivered Meals	50,660.00
Home Delivered Meals NSIP	2,387.00
Transportation	+ 57,925.00
TOTAL:	$ 205,724.00

3. SERVICES

Contractor shall provide congregate meals, home delivered meals and transportation services, as described in Exhibits A - H, which are attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

Exhibit A -	Scope of Work	11 Pages
Exhibit B -	Budget Detail and Payment Provision	9 Pages
Exhibit C -	General Terms and Conditions	5 Pages
Exhibit D -	Special Terms and Conditions	31 Pages
Exhibit E -	Additional Provisions	7 Pages
Exhibit F -	Non-Expendable Equipment/Vehicle Inventory	1 Page
Exhibit G -	Performance Standards	4 Pages
Exhibit H -	Condition Statement(s), (RFP, Contract Renewals, and Program Standards)	45 Pages

This document is a binding agreement to conduct a service program for older adults age 60+ in a manner consistent with the intent and regulations applicable to service programs under Title III of the Older Americans Act of 1965, as amended, and Older Californians Act of 2020, as amended.

4. FUNDING AVAILABILITY

The funding amounts contained in this Agreement represent A12AA's best estimate of available funding. This Agreement may be subject to modification by A12AA if estimates change. It is mutually agreed that if the A12AA budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, A12AA shall have no liability to pay any funds whatsoever to Contractor or to furnish any other consideration under this Agreement 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.

Available funds may supplement, but not replace other funds.

5. RENEWAL

This Agreement may be eligible for renewal in each of the subsequent three years following the initial RFP cycle, 2022-2026, and are subject to funding availability and Contractor's fulfillment of its contractual responsibilities.

6. NON-DISCRIMINATION

Contractor 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)(l), (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) Part 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 program are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, gender identification, 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 binding on the Contractor directly through contract, license, or other provider services, so long as it receives federal or state assistance.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

7. INDEMNIFICATION

Contractor agrees to indemnify, defend and save harmless A12AA, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

If such indemnification becomes necessary, A12AA shall have the absolute right and discretion to approve or disapprove of any and all

counsel employed to defend A12AA. This indemnification clause shall survive the termination or expiration of this Agreement.

8. ASSIGNMENT

This Agreement is for the professional services of Contractor and it shall not assign, subcontract or sublet any part of this Agreement without the express prior written consent of A12AA. Any assignment without the express prior written consent of A12AA is void.

9. 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 immediately be paid all fees earned as of the effective date of termination.

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 A.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, A12AA, 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 A12AA property, dishonesty, or theft.

D. If A12AA terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by A12AA in order to complete Exhibit A, "Scope of Work." In addition, Contractor understands and agrees that A12AA may, in its sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to A12AA as of the termination date.

10. DISPUTES

Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

Contractor shall continue with the responsibilities under this Agreement during any dispute.

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 Tuolumne, State of California.

11. INSURANCE

A. Contractor shall provide at its own expense and maintain at all times the following insurance with insurance companies acceptable to A12AA and the California Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to A12AA and the Department of General Services. Contractor shall provide notice to A12AA thirty (30) days prior to cancellation or material change for all of the following stated insurance policies:

i. Workers' Compensation Coverage – Workers' Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized subcontractor to obtain such insurance for its employees).

ii. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars ($1,000,000) for bodily injury and one hundred thousand dollars ($100,000) property damage combined. Higher limits may be required by A12AA in cases of higher than usual risks. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.

iii. Automobile Liability insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and $100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned, hired and non-owned vehicles. This insurance shall cover volunteers and paid employees providing services supported by this Agreement.

iv. Automobile Liability for Charter-Party Carriers: If applicable, contractors and subcontractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-F which requires higher

levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows: $750,000 if seating capacity is under 8; $1,500,000 if seating capacity is 8-15; $5,000,000 if seating capacity is over 15, unless otherwise amended by future regulation.

v. Professional Liability: Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor or by its employees or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) per claim.

vi. The Certificate of Insurance shall provide the statement: "The Area 12 Agency on Aging, its officers, agents, employees, and servants are included as additional insured's, with respect to work performed for the Area 12 Agency on Aging ."

vii. The A12AA shall be named the certificate holder and the A12AA address must be listed on the certificate.

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinance 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.

All services performed by Contractor under this Agreement shall be in strict conformance with all applicable federal, state and/or local laws and regulations relating to confidentiality, including, but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 827, 5328, 10850 and 14100.2, Health and Safety Code sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations section 2.1 et seq.

As applicable, Contractor shall comply with the State of California's General Terms and Conditions GTC-610, effective 6/9/2010, which is attached hereto as Exhibit C and incorporated herein by reference.

13. APPLICABLE LAWS AND REGULATIONS

Contractor shall comply with all A12AA policies and State and Federal regulations and requirements as applicable, including, but not limited to:

Federal – Older Americans Act (OAA) 2020 Reauthorization (Section 330-339)
https://acl.gov/about-acl/authorizing-statutes/older-americans-act
Administration for Community Living (ACL) https://acl.gov/ Title IIIC Nutrition
Dietary Guidelines for Americans, 2020-2025
https://www.dietaryguidelines.gov/
California Department of Aging (CDA) https://www.aging.ca.gov/
State – California Department of Aging Laws & Regulations:
California Welfare and Institutions Code
California Code of Regulations
Title 22, Division 1.8, California Department of Aging
California Retail Food Code: Grandfather Clause for Pre-existing, Non-conforming structures & Equipment
This document is under "Guidelines" section on the page.
United States Code (USC), Title 42, Chapter 35 - Programs for Older Americans
CDA Services Categories and Data Dictionary, 2022
https://www.aging.ca.gov/download.ashx?lE0rcNUV0zYrC%2f9YU7BNhA%3d%3d
Older Californians Act
https://aging.ca.gov/download.ashx?lE0rcNUV0zY2J4QRLd2%2F4Q%3D%3D
Older Californians Nutrition Program Menu Guidance
https://www.aging.ca.gov/download.ashx?lE0rcNUV0zZ%2FmnswDwFAig%3D%3D

14. MISCELLANEOUS

A. Request for Proposal (RFP)/Contract Renewal Proposal: Incorporated by reference. The approved scope of services (Scope of Work) performance levels, planned activities, and budgets in the proposal of Contractor are hereby incorporated by reference and are made a part of this Agreement. As such, Contractor shall be accountable for the contents of these parts of the proposal(s) in addition to the requirements in this Agreement. No scope of service will be reduced during the first year of this Agreement unless initiated by A12AA.

B. Amended Agreements: Contractor's proposal may be negotiated by A12AA to refine service delivery, procedures, funding levels and/or to adjust service levels to funding.

C. Sanctions: A sanction results from failure by Contractor to comply with the terms of this Agreement. Sanction actions may include withholding of funds, suspension of funds, reduction of funds, ineligibility for One-Time-Only (OTO) funding and termination.

15. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to A12AA 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 A12AA agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

16. 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, however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and A12AA. 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.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) **Mariposa County Health & Human Services Agency, Adult & Aging Services**
BY (Authorized Signature)
PRINTED NAME AND TITLE OF PERSON SIGNING — DATE SIGNED
ADDRESS PO Box 99, Mariposa, CA 95338
AGENCY NAME **Area 12 Agency on Aging**
BY (Authorized Signature) — DATE SIGNED Kristin Millhoff — 6-6-24
PRINTED NAME AND TITLE OF PERSON SIGNING Kristin Millhoff, Executive Director
ADDRESS 19074 Standard Road, Suite A, Sonora, California 95370

ARTICLE I. PROGRAM DEFINITIONS

A. Definitions Specific to Title III Programs

1. **Program Requirements** means Title III program requirements found in the Older Americans Act (OAA 42 USC Section 3001-3058); Code of Federal Regulations (45 CFR 1321); Title 22, California Code of Regulations (CCR), Section 7100 et seq.; California Department of Aging (CDA) Program Memoranda and California Retail Food Code (CRFC).

2. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day care/adult day health, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, services that promote or support social connectedness and reduce negative health effects associated with social isolation, and long-term care ombudsman advocacy, as defined in the Older Americans Act Performance System (OAAPS) categories and National Ombudsman Reporting System (NORS). [OAA §321(a)]

3. **Priority Services for Title IIIB** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.

4. **Title IIIC-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title IIIC-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]

   a. Be open to the public. [45 CFR 1321.53(b)(3)]

   b. Not means tested. [OAA §315(b)(3)]

   c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA §315(b)(4);22 CCR 7638.9]

   d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f); 45 CFR 75.403(f)]

5. **To-Go Meals** means meals that are picked up by clients (or client's agent) or delivered to clients who are not comfortable dining in a congregate meal setting.

    a. C-1: To-Go meals are categorized as C-1 meals if they are consumed onsite and include in-person interaction (e.g., dining at congregate site such as restaurant, food truck etc., or one-on-one with program volunteer) or consumed offsite and include virtual interaction (e.g., group interaction via Zoom, FaceTime, etc., or one-on-one with program volunteer via telephone) during the meal.

    b. C-2: To-Go meals are categorized as C-2 meals if they are consumed offsite without in-person or virtual interaction.

6. **Title IIIC-2 (Home Delivered Nutrition Services)** means nutrition services provided to frail, homebound, or isolated older individuals including meals, nutrition education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans. [22 CCR 7135; 22 CCR 7638.7(c)]

7. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by Area Agency on Aging (AAA) in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each *Planning and Service Area* (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.

8. **Matching Contributions** mean local cash and/or in-kind contributions by Contractor, subcontractor, or other local resources that qualify as match for the contract funding.

9. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).

10. **Non-matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).

11. **Program Income** means revenue generated by Contractor or subcontractor from contract-supported activities. Program income is:

    a. Voluntary contributions received from a participant or responsible party as a result of services received.

b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

c. Royalties received on patents and copyrights from contract-supported activities.

d. Proceeds from sale of items fabricated under a contract agreement.

12. **One-Time-Only** include the following:

a. Titles III and VII federal funds allocated to the AAA in a state fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to CDA in the Financial Closeout Report (CDA 180). [22 CCR 7314(a)(6)]

b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by the A12AA or CDA. [22 CCR 7314(a)(7)]

c. Supplemental Title III and VII program funds allocated by the CDA to A12AA as a result of the federal re-allotment process. [22 CCR 7314(a)(8)]

13. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

14. **Eligible Service Population** for Title III B and D means individuals age 60+, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. [OAA, §305 (a)(2)(E); Title 22, CCR, §§7119, 7125, 7127, 7130, 7135 and 7638.7]

15. **Eligible Service Population** for Title III C-1 and C-2 means individuals age 60+, with emphasis on those in greatest economic and social need with particular attention to low income, minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. [OAA, §305 (a)(2)(E); 22 CCR, §§7119, 7125, 7127, 7130, 7135 and 7638.7]

a. Individuals eligible to receive a meal at a congregate nutrition site are:

(i) Any older individual.

(ii) The spouse of any older individual.

(iii) A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.

(iv) A disabled individual who resides at home with and accompanies an older individual who participates in the program.

(v) A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b); OAA 339(H)]

b. Individuals eligible to receive a home-delivered meal are individuals who are:

(i) Frail as defined by 22 CCR 7119, and homebound by reason of illness or disability, or otherwise isolated, shall be given priority in the delivery of services [45 CFR 1321.69(a)].

(ii) A spouse of a person described in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual.

(iii) An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.

16. **Individual with a disability.** The term 'individual with a disability' means an individual with a disability as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]

17. **Nutrition Education** means an intervention targeting OAA participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for American; is accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and is overseen by a registered dietitian or individual of comparable expertise as defined in the OAA. A12AA performs this function and the providers agree to participate with A12AA.

ARTICLE II. SCOPE OF WORK

A. Contractor shall:

1. Implement the statutory provisions of the Title III and Title VII Programs (OAA §306) in accordance with State and Federal laws and regulations. Contractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, A12AA. A service unit reduction of any kind requires written approval from A12AA. [22 CCR 7306(a)]

2. Establish and maintain an organization that shall have the ultimate accountability for funds received from A12AA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and Federal laws and regulations including data reporting requirements.

3. Meet the adequate proportion requirements for priority services as required under OAA §306(a)(2) and CCR Section 7312.

4. Meet the requirements under the OAA §301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.

5. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA §301(a)(1)(B).

6. Provide a continuum of care for the vulnerable eligible service population as required under OAA §301(a)(1)(C).

7. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA §301(a)(1)(D).

8. Contractor shall enter into contracts with subcontractors which require them to provide services pursuant to Title 22 CCR, Sections 7352 through 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).

9. Monitor, on an ongoing basis, Contractor's use of Federal and State funds through reporting, site visits, regular contact, or other means to provide a reasonable assurance Contractor administers Federal and State awards in compliance with laws, regulations, and the provision of contracts that performance goals are achieved. A12AA must follow up and ensure that Contractor takes timely and appropriate action on all deficiencies pertaining to the Federal program detected through monitoring and on-site review. [CFR 45 75.352] Onsite program

monitoring will be conducted every two years for all programs except Title III C-1 and Title III C-2 which will be conducted every year. Fiscal monitoring must be conducted every two years for all programs including Title III C-1 and Title III C-2.

10. Maintain a current Policy and Procedure Manual which includes administrative, program and operational procedures as outlined by this Agreement.

11. Maintain or increase the number of Title III C-1 and C-2 meals served if Federal and/or State funds for meal programs increase. This Agreement shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).

12. Monitor nutrition programs as required by Title 22 Section 7634.3 (d). AAA Registered Dietician (RD) must inspect on-site annually each food preparation site (central kitchen). However, non-food preparation congregate dining sites must be inspected using a standardized procedure developed by A12AA that assures all sites are seen systematically, but not necessarily every year. Consistent with generally accepted standards for food safety A12AA policies and procedures must guarantee the following:

    a. Inspect non-food preparation nutrition sites at least every other year.
    b. Inspect non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.
    c. Inspect central kitchens on-site annually. [22 CCR 7634.3(d)]

13. A12AA will provide support and technical assistance to Contractor and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and service data.

14. Distribute and maintain up-to-date A12AA and CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.

15. Provide program information and assistance to the public.

16. Distribute satisfaction surveys to Title IIIB, IIIC, VIIA and VIIB participants that receive services, at a minimum annually, to gain consumer input.

17. Maintain a program data collection and reporting system as specified in Exhibit E.

18. Maintain a current desk manual for each position outlining daily, weekly, monthly and quarterly tasks employee performs to complete his/her job.

19. Ensure that meal counts associated with Title III C-1, C-2 and NSIP are in accordance with 22 CCR 7638.7(a)(1)-(4).

20. Offer a meal to a volunteer under the age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] Contractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]

21. Provide a home delivered meal to an eligible individual who is:

    a. An older individual who is frail as defined by 22 CCR 7119, and homebound by reason of illness, disability, or isolation.
    b. A spouse of a person in 22 CCR 7638(c)(1), regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual.
    c. An individual with a disability who resides at home with older individuals if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
    d. Priority shall be given to older individuals identified in 22 CCR 7638.7(c)(1).

22. Report a meal only once either as a Title III meal or a Title VI meal.

23. Adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).

24. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. Territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationship recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipient must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as 'marriage,' 'spouse,' 'family,' 'household member' or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health & Human Services (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [1 U.S.C. 7 – Section 3 of the Defense of Marriage Act]

25. Where feasible, Provider should coordinate services with Focal Points for senior services in their community. Focal Points are senior or

community centers, designated by A12AA, where onsite senior information and referral and linkage/coordination with needed services for seniors are available. Acceptable methods of coordination include providing the Focal Points with informational materials about the services, letters or memoranda of agreements and collocation of services. 42 USC 3026(a)(3)(B). Focal points in PSA 12 are ACSC, Murphys Senior Center, Calaveras Senior Center, Mariposa County Senior Center, Tuolumne County Senior Center.

26. A12AA will review, approve, and monitor Contractor budgets and expenditures and any subsequent amendments and revisions to budgets. Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.

27. Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]

28. Title IIIC meals are compliant with the Older Californians Nutrition Program Menu Guidance. (OCNP Menu Guidance)

29. To ensure all data is collected for the unmet need as requested by the US Legislature, Contractor, either as a direct service provider must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.

30. Annually assess each Title IIIC-1 and C-2 client's nutrition risk using the Determine Your Nutritional Health checklist published by the Nutrition Screening Initiative. [OAA §To ensure all data is collected for the unmet need as requested by the US Legislature, Contractor, either as a direct service provider must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.

31. Comply with all provisions in CCR 7630 – 7638.13 Elderly Nutrition Program.

ARTICLE III. SCOPE OF WORK, SPECFIC GOALS AND OBJECTIVES

A. ***Congregate Meals:*** Provision of a meal to eligible individuals in a congregate group setting at a nutrition site, senior center or some other congregate

setting, to maintain or improve the physical and social well-being of age 60+ and other qualifying individuals through appropriate nutrition services. Refer to 'To-Go' meal definition (Ex. A, Art. I, A, 5)

The following units of service are required for a qualified nutrition program. Meals must comply with the Dietary Guidelines for Americans, 2020-2025;

If one meal is served, it must provide a minimum of 33 and 1/3 percent of the current daily Dietary Reference Intake (DRI) as established by the ACL's Office of Nutrition & Health promotion (ONHPP);

If two meals are served, together they must provide a minimum of 66 and 2/3 percent of the current daily DRI; and,

If three meals are served, together they must provide a minimum of 100 percent of the current daily DRI;

UNIT: One meal served;

1. **CONTRACTOR** shall make services available to all persons age 60+ and other qualifying individuals under this Agreement with the following exceptions:

   a. Persons requesting services that extends beyond the scope of the program;
   b. Persons requesting services who reside outside the program's established geographic service boundaries; and
   c. Persons requesting services when the program is serving at capacity and cannot accommodate additional clients.

2. **CONTRACTOR** shall ensure that the program coordinates its service with other local private and public service providers to promote program efficiency and utilization of existing services and minimize the incidence of service duplication.

3. **CONTRACTOR** shall provide Congregate Meal services as described in the program proposal for Congregate Meals for FY 2024-2025.

4. **CONTRACTOR** shall provide a total of 8,969 units of congregate nutrition to a total number of 500 unduplicated persons eligible for service under the Title IIIC-1 award.

5. **CONTRACTOR** shall be reimbursed at a per meal/unit rate.

Nutrition Education: quarterly nutrition education materials provided by A12AA, which may include but not limited to flyers, brochures, or other printed materials that can be distributed to participants, must be distributed as indicated by A12AA.

6. **CONTRACTOR** shall conform to all parameters stated in this Agreement by A12AA for all contracted programs.

7. **CONTRACTOR** shall provide contracted services to primarily Mariposa County residents.

8. All services shall be provided by June 30, 2025.

B. ***Home-Delivered Meals:*** Provision of a meal to an eligible individual at the client's place of residence, to maintain or improve the physical and social well-being of age 60+ and other qualifying individuals through appropriate nutrition services. (Refer to 'To-Go' meal definition (Ex. A, Art. I, A, 5)

The following units of service are required for a qualified nutrition program. Meals must comply with the Dietary Guidelines for Americans, 2020-2025.

If one meal is served, it must provide a minimum of 33 and 1/3 percent of the current daily Dietary Reference Intake (DRI) as established by the ACL's Office of Nutrition & Health promotion (ONHPP);

If two meals are served, together they must provide a minimum of 66 and 2/3 percent of the current daily DRI; and,

If three meals are served, together, they must provide a minimum of 100 percent of the current daily DRI;

UNIT: One meal delivered;

1. CONTRACTOR shall make services available to all persons age 60+, and other qualifying individuals, under this service Agreement with the following exceptions:

   a. Persons requesting services that extends beyond the scope of the program;
   b. Persons requesting services who reside outside the program's established geographic service boundaries; and
   c. Persons requesting services when the program is serving at capacity and cannot accommodate additional clients.

2. CONTRACTOR shall ensure that the program coordinates its service with other local private and public service providers to promote program efficiency and utilization of existing services and minimize the incidence of service duplication.

3. CONTRACTOR shall provide Home-Delivered Meal services as described in the program proposal for Home-Delivered Meals for FY 2024-2025.

4. CONTRACTOR shall provide a total of 5,960 units to a total of 65 unduplicated persons eligible for service under the Title IIIC-2 award.

5. CONTRACTOR shall be reimbursed at a per meal/unit rate.

Nutrition Education: quarterly nutrition education materials provided by A12AA, which may include but not limited to flyers, brochures, or other printed materials that can be distributed to participants, must be distributed as indicated by A12AA.

6. **CONTRACTOR** shall conform to all parameters stated in this Agreement by A12AA for all contracted programs.

7. **CONTRACTOR** shall provide contracted services to Mariposa County residents.

8. All services shall be provided by June 30, 2025.

Nutrition Education: quarterly nutrition education materials provided by A12AA, which may include but not limited to flyers, brochures, or other printed materials that can be distributed to participants, must be distributed as indicated by A12AA.

C. ***Transportation:*** To assist age 60+ individuals to live independently by providing transportation to and from their home to primarily medical appointments and other medical related destinations such as pharmacy, dialysis, physical therapy, laboratory for tests, or other related medical errands.

Provision of a means of transportation for a person who requires help in going from one location to another, using a vehicle. Does not include any other activity.

The fundable activities under this program are Transportation: To take a client from one location (i.e., home, doctor office, pharmacy) to another.

UNIT: One one-way trip.

Transportation services shall be provided to persons who are age 60+ and reside within Mariposa County and PSA 12.

1. **CONTRACTOR** shall make services available to all persons age 60+ under this Agreement with the following exceptions:

   a. Persons requesting services that extends beyond the scope of the program;
   b. Persons requesting services who reside outside the program's established geographic service boundaries; and
   c. Persons requesting services when the program is serving at capacity and cannot accommodate additional clients.

2. **CONTRACTOR** shall insure that the program coordinates its service with other local private and public service providers to promote program efficiency and utilization of existing services and minimize the incidence of service duplication.

3. **CONTRACTOR** shall provide Transportation services as described in the program proposal for Transportation services for FY 2024-2025.

4. **CONTRACTOR** shall provide a total of 2,317 units of Transportation service to a total of 100 unduplicated persons eligible for service under the Title IIIB award.

5. **CONTRACTOR** shall perform the service of transportation in the County of Mariposa and have the ability to provide occasional transportation for medical appointments to the bordering counties, if the documented need arises.

6. **CONTRACTOR** shall develop out-of-county medical trip procedures when providing the service. Contractor shall include the following:
   a. "Out of county" trips shall be limited to medical appointments not met by the in-county medical community.
   b. Provide individual documentation of the need for out of county medical transportation. Documentation must prove that all available options have been exhausted and must include detailed information on intake sheet to determine use of transportation funds.
   c. Provision to ensure "out of county" trips shall not take precedence over "in-county" transportation.

7. **CONTRACTOR** shall be reimbursed at a per trip/unit rate.

8. **CONTRACTOR** shall conform to all parameters stated in this Agreement by A12AA for IIIB Transportation program.

9. **CONTRACTOR** shall provide transportation services to Mariposa County residents.

10. All services shall be provided by June 30, 2025.

ARTICLE I. FUNDS

A. Expenditure of Funds

1. Contractor shall expend all funds received hereunder in accordance with this Agreement.

2. Funds made available for Ombudsman volunteer recruitment activities in the Budget Act shall be used by Contractor to maintain or expand the activities of the Long-Term Ombudsman Program.

3. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with California Department of Human Resources (CalHR) rules and regulations.

   In-State:
   - Mileage/per diem (meals and incidentals)/Lodging: http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx

   Out-of-State:

   - http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201

   This is not to be construed as limiting Contractor from paying from funds other than those provided by A12AA any differences in costs between the Department of Personnel Administration rates and any rates Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the A12AA and the California Department of Aging (CDA). [SCM 3.17.2.A(4)]

4. A12AA reserves the right to refuse payment to Contractor or disallow costs for any expenditure, as determined by the A12AA to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability of Funds

1. Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by Contractor and shall be maintained in accordance with generally accepted accounting principles and procedures and the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR Part 200; 45 CFR 75]

2. Financial Management Systems

Contractor shall meet the following standards for its financial management systems, as stipulated in 45 CFR 75.302 as well as those stipulated in 2 CFR §200.302.

Financial Management:

a. Financial Reporting
b. Accounting Records
c. Internal Control
d. Budgetary Control
e. Source Documentation
f. Cash Management (written procedures)
g. Allowable Costs (written procedures)
h. Complete Disclosure

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, Contractor shall return to A12AA immediately upon written demand any funds provided under this Agreement which are not payable for goods and services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Funding Contingencies

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability of funds in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

2. This Agreement is valid and enforceable only if sufficient funds are made available to A12AA and the California Department of Aging (CDA) by the United States Government for the purpose of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the CDA, the State of California or by Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State and A12AA Liability

Payment for performance by Contractor shall be dependent upon the availability of future appropriations by the State of California or by Congress for the purposes of this contract and approval of an itemized Area Plan Budget. No legal liability on the part of the State or A12AA for any payment may arise under this Agreement until funds are made available, the itemized budget is received and approved by A12AA, and Contractor has received an executed Agreement.

4. Funding Reduction(s)

a. If funding for any State fiscal year is reduced or deleted by the State of California, or by Congress for the purposes of this program, A12AA shall have the option to either:

- Terminate this Agreement pursuant to Exhibit D, Article XII, A of this Agreement; or
- Offer an amendment to this Agreement to reflect the reduced funding for this contract.

b. In the event that A12AA elects to offer an amendment, it shall be mutually understood by both parties that (1) A12AA reserves the right to determine which agreements, if any, under this program, shall be reduced, and (2) some contracts may be reduced by a greater amount than others, and (3) that A12AA shall determine in its sole discretion the amount that any or all of the agreements shall be reduced for the fiscal year.

E. Interest Earned

1. Contractor may keep interest earned on advances of federal funds up to $500 per year for local government agencies or $250 for non-profit organizations to be used for administrative expenses. Interest earned above the stated limit shall be remitted at least quarterly to A12AA. [2 CFR 200.305(b)(9); [45 CFR 75.305 (b)(9)]

2. If, as a result of advanced funds, Contractor earns interest on funds awarded by the A12AA, the interest shall be identified as non-match cash. [2 CFR 200.305 (b)(8)];45 CFR 75.305 (b)(8)]

3. Contractor may retain interest on non-federal funds if it reasonably demonstrates that such interest was earned on non-federal funds. If Contractor fails to adequately demonstrate the source of the interest, then such interest will be considered earned on federal funds and shall be remitted, at least annually, to A12AA. [45 CFR 75.305(b)(8)].

F. Fiscal Provisions

1. The Contract must be approved prior to release and disbursement of any program funding included within this Contract via the budget displays.

2. Budgets must be approved by A12AA's Fiscal Department prior to any disbursement of funding.

3. Contractor shall follow other fiscal provisions and terms as outlined in the Contract.

ARTICLE II. BUDGET AND BUDGET REVISION

A. Contractor shall be compensated for expenses only as itemized in the approved Contractor budget with the exception of line-item budget transfers as noted in this Exhibit and shall not be entitled to payment for these expenses until Contractor's budget(s) are reviewed, approved and executed by A12AA. The approved budget(s) are hereby incorporated by reference into this Agreement as a part of this Exhibit B.

B. Contractor shall submit electronically the original Contractor Budget(s) with its Proposal, the Contract Renewal Proposals, and this Agreement.

C. Contractor budget(s) must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. Contractor budget(s) shall include, at a minimum, the following items when reimbursable under this Agreement:

1. Personnel Costs – annual FTE wage rates and personnel classifications together with the percentage of time to be charged, specified for each funding source. 2 CFR 200.430 must be followed for rules regarding allowability of personnel costs. Specific emphasis of section (i) of 2 CFR 200.430.

   a. Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:
   (i) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
   (ii) Be incorporated into the official records of the non-federal entity;
   (iii) Reasonably reflect the total activity for which the employee is compensated by the non-federal entity, not exceeding 100% of compensated activities;
   (iv) Support the distribution of the employee's salary among specific activities or cost objectives if the employee works on more than one Federal award; a federal award and non-federal award, an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.
   (v) Budget estimates (i.e. estimates determined before the services are performed) alone do not qualify as support for changes to federal awards.

   b. Salaries and wages of employees used in meeting cost sharing or matching requirements on federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from federal awards.

2. Fringe Benefits – specified for each funding source.

3. Staff Travel – mileage reimbursement, lodging, per diem and other travel costs, specified for each funding source.

4. Staff Training – attendance cost for necessary training, specified for each funding source.

5. Property/Equipment – detailed descriptions and unit costs, specified for each funding source.

6. Supplies – to include items below the $5,000 equipment threshold, specified for each funding source.

7. Contractual costs – subcontractor and consultant cost details, specified for each fund source.

8. Food – used in delivering Congregate and Home-Delivered Meals.

9. Other – Facilities, operating expenses, and other ordinary and necessary costs specified for each funding source.

10. Allocated Direct Costs – requires submission of a Direct Cost Allocation Plan for prior approval. Or Indirect Costs – costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable as a direct cost.

11. Sub recipient Contractor Services – summary costs for subcontracted programs specified for each funding source.

12. Rent – total cost per funding source.

D. Contractor shall submit any budget revisions electronically by the deadline set by A12AA.

E. The final date to submit budget revisions is April 15, 2025, unless otherwise specified by A12AA. Budget revisions must be submitted electronically.

F. Budget Service Category Transfers

1. Contractor may transfer funds between budget service categories under the following terms and conditions:

   a. Contractor must submit a revised budget to A12AA for any transfer of funds for each funding source - Title III-B, C-1, C-2, and Title VII (A) and (B).

   b. Contractor shall maintain a written record of all budget changes and clearly document service category changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available upon request and shall be maintained in the same manner as all other financial records.

2. Approved transfers and budgets will be incorporated by reference into the current agreement.

3. Transfer of funds cannot be processed or approved after the end of the specified term of this Agreement.

G. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is not to exceed ten percent (10%) of Contractor's Modified Total Direct costs (MTDC), excluding in-kind contributions and nonexpendable equipment unless there is an accepted negotiated rate accepted by all federal awarding agencies. [CFR 200.414(c)(1),(f;] [45 CFR 75.414(c)(1)(f)].

   Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MDTC excludes in-kind contributions, equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs. {45 CFR 75.2]

2. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and Title VII programs only. Contractors must receive prior approval from A12AA prior to budgeting the excess indirect costs as in-kind.

3. Contractor requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable).[2 CFR 200.414(a)] [45 CFR 75.414(a)]

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

1. Program income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

2. Program income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).

3. For Titles III-B, III-C, VII Ombudsman, and VIIB Elder Abuse Prevention programs, program income must be spent before allocated funds (except as noted in 4) and may reduce the total amount of funds payable to Contractor.

4. For Titles III-B, III-C, VII Ombudsman, and VII A Elder Abuse Prevention programs, if program Income is earned in excess of the amount reported in the Contractor's budget(s), the excess amount may be deferred for use in the first quarter of the following agreement period, which is the last quarter of the federal fiscal year.

5. If Program income is deferred for use it must be used by the last day of the Federal fiscal year and reported when used.

6. Program income may not be used to meet the matching requirements of this Agreement.

7. Program income must be used to expand baseline services.

B. <u>One Time Only (OTO) Funds</u>

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.

2. OTO funds can only be awarded to a Contractor that has a valid agreement with A12AA. All agreements shall be procured either through an open and competitive procurement process pursuant to Title 22 CCR Section 7352 or through a non-competitive award pursuant to Title 22 CCR Section 7360.

3. Titles III and VII federal program OTO funds shall be used for the following purposes:

   a. The purchase of equipment which enhances the delivery of services to the eligible service population must be an allowable cost of the program.

   b. Home and community-based projects that are approved in advance by A12AA and CDA and are designed to address the unmet needs of the eligible service population identified in the Area Plan.

   c. Innovative pilot projects which are approved in advance by A12AA and CDA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).

   d. OTO funds can be used to maintain or increase baseline services. However, A12AA shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current contract period. Expenditures for baseline services require advance approval by A12AA. Expenditures for baseline services do not require advance CDA approval.

4. Nutrition Services Incentive Program (NSIP) OTO funds shall be used to purchase food used in the Elderly Nutrition Program.

C. Matching Contributions

'Matching Contributions' means local cash and/or in-kind contributions made by Contractor or other local resources that qualify as match for agreement funding.

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

2. Any matching contributions (cash or in-kind) must be verifiable from the records of Contractor.

3. Matching contributions must only be used for allowable costs in accordance with the Office of Management Budget (OMB) cost principles.

4. In-kind contributions shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement. Any questions regarding in-kind or other unusual contributions must be directed to A12AA Executive Director.

D. Area Plan Administration

Area Plan Administration is comprised of federal funds from Titles IIIB, IIIC-1, IIIC-2 and IIIE.

E. Equipment

Equipment/Property with per unit cost over $5000 or any computing devices, regardless of cost requires justification from the Provider and prior approval from A12AA and CDA and must be included in its approved Provider Budget.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

A. For Titles IIIB, IIIC, IIIB Ombudsman, VII Elder Abuse Prevention, VIIa Ombudsman, Supplement, Ombudsman Citation Penalties Account, Licensing and Certification Program Funds, Skilled Nursing Facility Quality and Accountability Funds.

Contractor shall prepare and submit a monthly expenditure report in an electronic format and a request for funds by the 15th of each month unless otherwise specified by A12AA. The report shall include all costs and funding sources for the prior month.

C. A12AA shall review requests for payment to ensure compliance with the approved Contractor budget(s).

D. Upon execution of this Agreement, A12AA will make monthly payments of NSIP funding to Contractor.

E. A12AA may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to Contractor, until such time as A12AA determines that financial management standards are met.

F. Matching Requirements

1. Program matching contributions for Titles III-B, not including Ombudsman, and III-C is 15.3 percent.

2. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

3. Program matching contributions for Titles III-B, not including Ombudsman, and III-C can be pooled to meet the minimum requirement of 15.3 percent.

4. Matching contributions generated in excess of the minimum amount required, are considered overmatch.

5. Of the total minimum matching contributions required for Titles III-B, not including Ombudsman, and III-C, at least 25% must be from local public agencies (i.e., city and county governments, school districts, special districts, and water districts).

ARTICLE V. CLOSEOUT

A. The Financial Closeout Report and the Report of Property Furnished/Purchased (Program Property Inventory Certification) with Agreement Funds shall be submitted annually to A12AA, within fifteen (15) calendar days following the end of the fiscal year, or within fifteen (15) days following termination prior to the end of the term, unless otherwise specified by the A12AA. All contractors are required to submit Closeout Reports as instructed by the A12AA.

B. Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match.

C. Final expenditures must be reported to A12AA in accordance with the approved program budget(s).

ARTICLE VI. RENEWAL

If funding for services provided by this Agreement is appropriated in the A12AA proposed Fiscal Year 2024-2025 budget, and such funds are received from CDA, this Agreement may extend on a month-to-month basis after June 30, 2024, until such time as a new agreement may be executed between the parties before September 30, 2024, or this Agreement is

terminated pursuant to Exhibit C, Article VI and Exhibit D, Article XII, hereof, whichever comes first.

GENERAL TERMS & CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is for the professional services of Contractor and it shall not assign, subcontract or sublet any part of this Agreement without the express prior written consent of A12AA. Any assignment without the express prior written consent of A12AA is void.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. [Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896]

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless A12AA, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

   If such indemnification becomes necessary, A12AA shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend A12AA. This indemnification clause shall survive the termination or expiration of this Agreement.

6. DISPUTES: Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

   Contractor shall continue with the responsibilities under this Agreement during any dispute.

   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 Tuolumne, State of California.

7. TERMINATION FOR CAUSE: A12AA may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination A12AA may proceed with the work in any manner deemed proper by A12AA. All costs to A12AA shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor and the agents and employees of Contractor, shall act in an independent capacity and not as officers or employees or agents of A12AA in the performance of this Agreement.

9. RECYCLING CERTIFICATION: Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to A12AA regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply. [Pub. Contract Code §12205].

10. NON-DISCRIMINATION CLAUSE: Contractor 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)(l), (i) and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000-98413; Title 24 of the California Code 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) Part 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 program are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, gender identification, 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 binding on the Contractor directly through contract, license, or other provider services, so long as it receives federal or state assistance.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC-307 (Attachment A) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: Contractor by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. Government Code Section 4550 contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. [Government Code Section 4552]

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. [Government Code Section 4553]

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. [Government Code Section 4554]

16. CHILD SUPPORT COMPLIANCE ACT: For any agreement in excess of $100,000, Contractor acknowledges in accordance with Public Contract Code 7110, that:

a). Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Agreement includes services in excess of $200,000, Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code Section 10353.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. GENERAL DEFINITIONS

1. The term "Agreement" or "Contract" shall mean the Standard Agreement, Exhibits A, B, C, D, E, F, and G, and an approved Budget Display, and if applicable, a Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.

2. "State," "Department," and "CDA" mean the State of California and the California Department of Aging interchangeably.

3. "A12AA" "Area 12 Agency on Aging", means the Area 12 Agency on Aging interchangeably.

4. "Contractor" means the entity that receives funds from A12AA to provide direct services identified in this Agreement. Contractor is accountable to A12AA for use of these funds and is responsible for executing the provisions for services provided under this Agreement.

5. "Reimbursable item" also means "allowable cost" and "compensable item."

6. "CFR" means Code of Federal Regulations.
"CCR" means California Code of Regulations.
"GC" means Government Code.
"Welf. & Inst. Code" means Welfare and Institutions Code.
"USC" means United States Code.
"Cal. Civ. Code" means California Civil Code.
"Cal. Pub. Con. Code" means the California Public Contract Code.
"PM" means Program Memo which is issued by CDA.
"Cal. Gov. Code" means California Government Code.
"HHS" means United States Department of Health & Human Services.
"HSC" means California Health & Safety Code.
"OAA" means Older Americans Act.
"OMB" means Office of Management & Budget.

7. "Vendor" means an entity providing goods or services for Contractor during Contractor's performance of this Agreement. "Vendor" means the legal entity that receives funds from Contractor to provide specific services. Vendors shall provide specific services described in Exhibit #1 of the Vendor Agreement, titled "Description of Services" and fulfill the responsibilities of the vendor found in the Vendor Agreement under the "Scope of Work".

8. "Allocation" means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a

final cost objective or through one or more intermediate cost objectives. (2 CFR 200.1 and 45 CFR 75.2)

9. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.1 and 45 CFR 75.2)

10. "Questioned costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and condition of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2)

11. "Recoverable cost" means the state and federal share of the questioned cost identified from an audit. (2 CFR 200.1 and 45 CFR 75.2)

B. Resolution of Language Conflicts

Conflicts in language shall be resolved in the following order of priority:

1. The Grant terms and conditions.
2. The Older Americans Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.
4. Title 22 CCR §7000 et. seq.;
5. Standard Agreement, all Exhibits and any amendments thereto;
6. Any other documents incorporated herein by reference, including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html

7. Program memos and other guidance issued by A12AA and CDA.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

Contractor agrees to administer this Agreement and require any vendors to administer their contracts in accordance with this Agreement, and with all applicable A12AA, local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment.

Contractor shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Nondiscrimination

Contractor shall comply with all Federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 4/2017), located https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language, which is hereby incorporated by reference. The CCC 04/2017 is required to be signed and submitted to CDA once every three (3) years and shall be furnished upon request by CDA. In addition, Provider shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities

Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC Section 2000d; 45 CFR Part 80], which prohibits recipients of Federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities

Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state funds from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

3. Americans with Disabilities Act

Contractor assures the State and A12AA that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC Sections 12101 et seq.]

4. California Civil Rights Laws

Contractor shall ensure compliance with the requirements of Cal. Public Contract Code §2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available by contacting the A12AA office.

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51 et seq.) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960 et seq.); and ensures

Contractor internal policies are not used in violation of California Civil Rights Laws.

C. Standards of Work

Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

D. Professional Standards of Conduct

Contractor is responsible for ensuring the public trust by avoiding any situation that creates a real or perceived misrepresentation. Generally, misrepresentation occurs when a personal interest may intertwine with a professional interest. This may specifically occur when an employee or volunteer enters the online world.

A12AA encourages Contractor, in the performance of the services agreed to be performed, to adhere to professional standards of conduct. As the internet and electronic communications play an ever increasing role in our work and personal lives, Contractor must always be mindful of its responsibilities as a provider of direct public services. If an employee uses social media and includes his or her affiliation or title or comments on matters related to their organization or A12AA, the line between public and private, personal and professional can be blurred.

Assume everything you, your staff or volunteers write online becomes public. Information from your Facebook page, blog entries, tweets and other social media outlets, can be easily circulated beyond your intended audience. This content, therefore represents you and your organization to the general public. As a result, when using social media, staff/volunteers should use caution and exhibit sound judgment.

Before using social media or information shared online to communicate about matters affecting Contractor or A12AA, A12AA encourages Contractor to review the information. Be sure the information is ethical, does not represent political activity, does not discriminate or harass, does not disclose non-public information, does not make false or misleading statements, and does not make disparaging comments about other likeminded organizations.

These same standards of conduct should be demonstrated while staff or volunteers are representing Contractor in a public venue.

E. Conflict of Interest

1. Contractor shall prevent its employees or consultants from using their positions for purposes including, but not limited to, the selection of vendors that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State or A12AA determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State or

A12AA and such conflict may constitute grounds for termination of this Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.

2. For breach or violation of this warranty, A12AA shall have the right to terminate this Agreement without liability or at its discretion to deduct from the program allocation or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and Federal and State income taxes withheld, to designated governmental agencies.

H. Facility Construction or Repair (This section only applies to Title III.)

1. When applicable for purposes of construction or repair of facilities, Contractor shall comply with the provisions contained in the following acts and shall include such provisions in any applicable agreements with vendors:

   a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 276c) (29 CFR, Part 3).

   b. Davis-Bacon Act (40 USC 276a to 276a-7) (29 CFR, Part 5).

   c. Contract Work Hours and Safety Standards Act (40 USC 3701 et seq.) (29 CFR, Part 5, 6, 7, 8).

   d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60).

2. Contractor shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property to the benefit of the owner except where permitted by law and by A12AA and CDA.

3. When funding is provided for construction and non-construction activities, Contractor must obtain prior written approval from A12AA before making any fund or budget transfers between construction and non-construction.

I. Contracts in Excess of $100,000

If all funding provided herein exceeds $100,000, Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended [42 USC 7401]

2. Federal Water Pollution Control Act, as amended [33 USC 1251 et seq.]

3. Environmental Protection Agency Regulations. [40 CFR, Part 29 and Executive Order 11738]

4. Cal. Pub. Contract Code Section 10295.3.

5. Pub. Contract Code Section 2010.

J. Debarment, Suspension, and Other Responsibility Matters

1. Contractor certifies to the best of its knowledge and belief that it and its vendors [45 CFR §92.35]:

a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.

d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.

2. Contractor shall report immediately to A12AA in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's vendors.

3. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by A12AA.

4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of its vendor(s).

K. Agreement Authorization

1. If a public entity, Contractor shall submit to A12AA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private non-profit entity, Contractor shall submit to A12AA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.

2. These documents must also identify the action taken.

3. Documentation in the form of a resolution, order or motion by the Governing Board of Contractor is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of Contractor authorizing the Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. Contractor shall maintain adequate staff to meet Contractor's obligations under this Agreement.

2. This staff shall be available to A12AA for training and meetings, which A12AA may find necessary from time to time.

M. Corporate Status

1. Contractor shall be a public entity, private nonprofit entity or Joint Powers Agreement (JPA). If a private nonprofit corporation or JPA, Contractor shall be

in good standing with the Secretary of State of California and shall maintain that status throughout the term of Agreement.

2. Contractor shall ensure that any vendors providing services under this Agreement shall be of sound financial status. Any contracting private entity, corporation or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout this term of the Agreement.

3. Failure to maintain good standing by the contracting corporation or JPA shall result in suspension or termination of this Agreement until satisfactory status is restored.

N. Lobbying Certification

Contractor, by signing this Agreement, hereby certifies to the best of his/her/its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying," in accordance with its instructions.

3. Contractor shall require that the language of this certification be included in the award documents for all vendors (including grants, and contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all vendors shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into.

5. This certification is a prerequisite for making or entering into this Agreement imposed by 31 USC 1352.

6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

O. Contractor or vendor shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. EXECUTED AGREEMENT

A copy of this Agreement shall be filed and available for inspection at A12AA, 19074 Standard Rd., Suite A, Sonora, California 95370.

ARTICLE IV. COMMENCEMENT OF WORK

Contractor shall not begin work in advance of approval of the Agreement by A12AA. If this Agreement is not approved and Contractor has begun work, Contractor may be considered to be a volunteer or the Contractor may have to pursue a claim for payment by filing with the Victim Compensation and Government Claims Board. A12AA has no legal obligation unless and until this Agreement is approved.

ARTICLE V. VENDOR AGREEMENTS

A. Contractor shall satisfy, settle, and resolve all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any vendor agreements and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other manners of a contractual nature. The Decision of the A12AA is final and the vendor has no right of appeal to the California Department of Aging.

B. In the event any vendor is utilized by Contractor for any portion of this Agreement, Contractor shall retain the prime responsibility for all the terms and conditions set forth in the Agreement including but not limited to, the responsibility for preserving A12AA' s and the State's copyrights and rights in data in accordance with Article XVIII of this exhibit, for handling property in accordance with Article VII of this exhibit, and ensuring the keeping of, access to, availability, and retention of records of vendors in accordance with Article VI of this exhibit.

C. Funds for this Agreement shall not be obligated in vendor agreements for services beyond the ending date of this Agreement, unless all funding under this Agreement is appropriated without regard for fiscal year, and A12AA has agreed in writing to permit the specific expenditure for a specified period of time.

D. Contractor shall have no authority to contract for or on behalf of A12AA or incur obligations on behalf of A12AA.

E. Copies of vendor agreements, memorandums and/or letters of understanding shall be on file with Contractor and shall be forwarded to A12AA with each proposal and budget.

F. Contractor shall monitor the insurance requirements of its vendors in accordance with Article XI of this exhibit.

G. Contractor shall require language in all vendor agreements to indemnify, defend, and save harmless A12AA, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any vendors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the vendor in the performance of this Agreement.

H. Contractor shall complete all reporting and expenditure documents requested by A12AA. These reporting and expenditure documents shall be sent to A12AA in a timely manner and at intervals as determined by A12AA.

1. Monthly program reports are due electronically on the 5th working day of each month.

2. Monthly fiscal reports are due electronically on the 15th of each month.

3. The last budget revision is due to A12AA no later than April 15th of each fiscal year.

4. Closeout reports are due to A12AA no later than July 15th of each fiscal year.

I. Contractor shall maintain adequate staff to meet the requirements of this Agreement. This staff shall be available to A12AA for training and meetings, which A12AA and CDA may find necessary from time to time.

J. If a private nonprofit corporation, Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.

ARTICLE VI. RECORDS

A. Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit report and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of

Understanding, clients' records, and electronic files of its activities and expenditures hereunder in a form satisfactory to A12AA. All records pertaining to the Agreement must be made available for inspection and audit by the A12AA, State or its duly authorized agents, at any time during normal business hours.

B. All such records, including confidential records, must be maintained and made available by Contractor: (1) for the lesser of five (5) years after the closeout report has been issued, or an audit has been performed, or unless otherwise authorized in writing by CDA's Audit and Risk Management Branch, (2) for such longer period, if any, as is required by applicable statue, by any other clause of this Agreement, or by items 1 and 3 of this Section, and (3) for such longer period as A12AA and CDA deems necessary.

C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in item 1 above. Contractor shall ensure that any resource directories and all client records remain the property of A12AA upon termination of this Agreement and are returned to A12AA or transferred to another Contractor as instructed by A12AA.

D. In the event of any litigation, claim, negotiation, audit exception, or other action involving Contractor's records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of A12AA and CDA and so stated in writing to Contractor.

E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by A12AA under this Agreement. Source documentation includes but is not limited to: vendor or subcontractor invoices, bank statements, and cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. If the allowability of expenditures cannot be determined because records or documentation of Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302, and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by A12AA and/or CDA during the audit resolution process.

F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article VI, Article XVIII, Article IX and Exhibit F of this Agreement. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

G. Security Awareness Training

1. Contractor's employees, vendors, subcontractors, and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at https://aging.ca.gov/Information_security/ within thirty (30) days of the start date of this Agreement, or within thirty (30) days of the start date of any new employee, vendor or volunteer's employment and annually thereafter.

2. Contractor must maintain certificates of completion on file and provide them to A12AA upon request.

H. Public Records Act

Contractor is aware that this Agreement and any documents provided to A12AA 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 A12AA agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

ARTICLE VII. PROPERTY

A. Unless otherwise provided for in this Article, property refers to all assets, capitalized or noncapitalized, used in the performance of this Agreement.

1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.

2. Property does not include consumable office supplies such as paper, pencils, toner, file folders, etc.

B. Property acquired under this agreement which meets any of the following criteria is subject to capitalization requirements. Such property must:

1. Has a normal useful life of at least 1 year;

2. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least $5000 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit);

3. All computing devices, regardless of cost (including but not limited to, laptops, flash drives, workstations, servers, personal digital assistants, notebook computers, tablets, smartphones, i-Pads and cellphones);

4. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives); and

5. Be used to conduct business under this Agreement.

C. Noncapitalized property are the items which do not meet all three requirements in Section B above.

D. Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or noncapitalized. Examples of intangible property

include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).

Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

F. Contractor shall request approval from A12AA following the A12AA's *Inventory Instructions, Provider Responsibilities,* when purchasing items with a per unit cost of $5000 or more, or computing devices with digital memory and storage capacity, regardless of the purchase price. The unit cost requires justification and approval from A12AA and must be included in the approved Provider Budget.

G. Contractor shall keep track of property purchased with funds from this Agreement that meet the requirements as defined in Exhibit D, Article VII, Item B, whether capitalized or not. Contractor shall record at a minimum: date acquired, item description including model number, A12AA issued tag number, serial number (if applicable), purchase cost, fund source. Contractor shall maintain and submit to A12AA, annually with the Closeout, a current inventory of property furnished or purchased by either the Contractor or by A12AA for Contractor with funds awarded under this Agreement or any predecessor agreement for the same purpose. Contractor shall use the A12AA Provider Inventory Worksheet with authorized signature to report property to A12AA, unless further restricted by Exhibit E, where applicable.

H. Disposal of Property

1. Prior to disposal of any property purchased by Contractor with funds awarded under this Agreement or any predecessor agreement, Contractor must obtain approval from A12AA for all items with a unit cost of $5000 or more regardless of the acquisition value OR computing devices with digital memory and storage capacity. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from A12AA. Contractor shall follow A12AA's *Inventory Instructions, Provider Responsibilities,* and use the *Inventory Transfer/Disposal Form* provided by A12AA staff to dispose of property. Property is not to be disposed of until approved by A12AA. (A12AA submits both the CDA 248 and STD 152 and must receive approval from CDA before disposing of property.) Contractor will be liable to repayment of purchase price of equipment if they dispose of the equipment without prior approval from A12AA and CDA.

2. Contractor must remove all Personal, Sensitive, or Confidential Information (PSCI), from A12AA property prior to disposal including removal or destruction of data on computing devices with digital memory and storage capacity. Since these media may require special disposition in order to mitigate the risk of unauthorized disclosure and ensure confidentiality of information, Contractor must follow the instructions outlined on *Certification for Computing Media Sanitation,* a document provided by A12AA and CDA. Information systems capture, process, store, and transmit information using a wide variety of media such as, but not limited to,

magnetic tapes, flash drives, personal computers, workstations, PDAs (personal digital assistants), iPads, and laptops.

I. Any loss, damage, or theft of equipment shall be investigated and fully documented and Contractor shall promptly notify A12AA and shall provide copies of investigative documentation and police reports as requested by A12AA. A12AA will notify CDA. [CFR 215.34]

J. A12AA reserves title to all A12AA and CDA purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by Federal law or regulation or as otherwise agreed by the parties.

K. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project and shall assume responsibility for replacement or repair of such property during the period of the project, until Contractor has complied with all written instructions from A12AA regarding the final disposition of the property.

L. In the event of Contractor's dissolution or upon termination of this Agreement, Contractor shall provide a final property inventory to A12AA. A12AA reserves the right to require Contractor to transfer such property to another entity or to A12AA.

M. To exercise the above right, no later than 120 days after termination of this Agreement or notification of Contractor's dissolution, A12AA will issue specific written disposition instructions to Contractor.

N. Contractor shall use the property for the purpose for which it was intended under Agreement. When no longer needed for that use, Contractor with written approval of A12AA may use the property for other purposes in this order:

1. Another A12AA program providing the same or similar service; or

2. State or federally funded program.

O. Contractor may share use of the property and equipment or allow use by other programs upon written approval of A12AA. As a condition of the approval, A12AA may require reimbursement under this Agreement for its use.

P. Contractor shall not use equipment or supplies acquired under this Agreement for personal gain or to usurp the competitive advantage of a privately owned business entity.

Q. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.

ARTICLE VIII. ACCESS

Contractor shall provide access to A12AA, any federal or State contracting agency, the Bureau of State Audits, the Controller General of the United States, the Comptroller, General of the United Sates, or any of their duly authorized representatives, to any books, documents, papers, records, and electronic files of Contractor which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING, ASSESSMENT, AND EVALUATION

A. Authorized A12AA and State representatives shall have the right to monitor and evaluate Contractor's administrative, fiscal, and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures and procurement audits, inspections of project premises, when applicable, inspection of food preparation sites, and interview of project staff and participants. (45 CFR 92.36(i))

B. The Contractor shall cooperate with A12AA and the State in the monitoring and evaluation processes, which include making any administrative and fiscal staff available during any scheduled process.

C. Contractor shall monitor subcontracts and vendor agreements to ensure compliance with laws, regulations, and provisions of contracts or grant agreements that may have a direct or material effect on each of its A12AA funded and CDA funded programs.

D. Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, or grant agreements monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by A12AA or CDA.

E. Review, approve, and monitor its subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. To the extent feasible, ensure that all budgeted funds are fully expended by the end of each fiscal year. [20 CFR 641.430(e)-(f)] [2 CFR 200.327] [2 CFR 200.328]

F. Welfare & Institution Code (WIC) (Division 8.5 Mello-Granlund Older Californians Act [9000-9757.5] Chapter 2. California Department of Aging [9100-9118.5] Article 1. General Provisions [9100-9114] Section 9201(a) states that the State Unit on Aging shall administer all programs under the Older Americans Act of 1965, as amended, and this division, including providing ongoing oversight monitoring, and service quality evaluation to ensure that service providers are meeting standards of service performance established by the A12AA and the State. CDA AAA Based Teams and Office of the Long-term Care Ombudsman conduct onsite/remote monitoring visits to ensure that AAAs are in compliance with all federal and State laws, regulations, policies, contracts or grant agreement (Administrative); Performance goals are

achieved (Program); and Federal awards are used for authorized purposes (Fiscal). Comprehensive onsite/remote assessments are conducted at a minimum once every four years as resources permit.

ARTICLE X. AUDIT REQUIREMENTS

A. General

1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, A12AA Staff and any entity selected by A12AA to perform inspections, shall have the right to monitor and audit Contractor providing services under this Agreement through on-site inspections, audits and other applicable means the A12AA determines necessary. In the event that A12AA is informed of an audit by an outside federal or State government entity affecting the Contractor, A12AA will provide timely notice to Contractor.

2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. Contractor shall agree to make such information available to the A12AA or any of their duly authorized representatives, including representatives of the entity selected by A12AA to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.

3. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the A12AA or State government access to the supporting documentation of said audit firm(s).

4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

B. A12AA Fiscal and Compliance Audits

1. The A12AA Fiscal department shall enlist outside entities to perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.

2. The A12AA fiscal and compliance audits may include, but not be limited to, a review of:

a. Financial closeouts (2 CFR 200.1 and 45 CFR 75.2)

b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)

c. Allocation of expenditures (2 CFR 200.1 and 45 CFR 75.2)

d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)

e. Equipment expenditures and approvals (2 CFR 200.439 and 45 CFR 75.439)

C. Single Audit Reporting Requirements (2 CFR 200 Subparts F & 45 CFR 75 Subparts F)

1. Contractor Single Audit Reporting Requirements

a. Contractors that expend $750,000 or more in Federal Awards shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; Single Audit Act Amendments of 1996, Public 104-156; and 2 CFR Part 200.501 to 200.521; and 45 CFR 75.501 to 75.521. A copy of the audit shall be submitted to A12AA: Area 12 Agency on Aging, 19074 Standard Rd., Ste. A, Sonora, CA 95370.

b. The copy shall be submitted within 30 days after receipt of the auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

c. Contractor shall ensure that State-funded expenditures are displayed discretely along with the related Federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

d. For State contracts that do not have CFDA numbers, Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.

2. Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available to A12AA review.

3. Contractor shall have the responsibility for resolving its contracts with its vendors and subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of this Agreement.

4. The Contractor shall ensure that single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements.

5. Contract resolution includes:

a. Ensuring that contractors expending $750,000 or more in federal awards during the contractor's fiscal year has met the audit requirements of the 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521.

b. Issuing a management decision on audit findings within six months after receipt of Contractor's single audit report and ensuring that Contractor takes appropriate and timely corrective action.

c. Reconciling expenditures reported to A12AA to the amounts identified in the single audit or other alternate procedures if Contractor was not subject to the single audit requirements. For a contractor who was not required to obtain a single audit and who did not obtain another type of audit, the reconciliation of expenditures reported to A12AA must be accomplished through the performance of alternative procedures (e.g., risk assessment [2 CFR 200.331 and 45 CFR 75.352], documented review of financial statements, or documented expense verification reviews/fiscal monitoring assessments).

6. When alternative procedures are used, Contractor shall perform financial management system testing which provides, in part, the following:

   a. Accurate, current, and complete disclosure of the financial results of each federal award or program.

   b. Records that identify adequately the source and application of funds for each federally funded activity.

   c. Effective control over and accountability for all funds, property, and other assets to ensure these items are used solely for authorized purposes.

   d. Comparison of expenditures with budget amounts for each federal award.

   e. Written procedures to implement the requirements of 2 CFR 200.305 and 45 CFR 75.305.

   f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 and 45 CFR Part 75, Subparts E - Cost Principles. [2 CFR 200.302 and 45 CFR 75.302]

   g. Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.

   h. Determining whether the results of the reconciliations performed necessitate adjustment of Contractor's own records.

7. The Contractor shall ensure that the requirements of the 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements are met is generally interpreted to mean that Contractor will ensure that the audit was:

a. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever comes first. [2 CFR 200.512 and 45 CFR 75.512]

b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509 and 45 CFR 75.509, 45 CFR 92.36(i)]

c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514 and 45 CFR 75.514]

d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements; and the schedule of findings and questioned costs. [2 CFR 200.515 and 45 CFR 75.515]

e. Performed in accordance with provisions applicable to the program as identified in 2 CFR 200 and 45 CFR Part 75, Subparts F - Audit Requirements.

8. Requirements identified in this Agreement shall be included in Contractor's contracts/agreements with subcontractors. Further, Subcontractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable requirements/standards, A12AA and the CDA shall have access to all audit reports and supporting work papers, and A12AA and the CDA has the option to perform additional work, as needed.

9. A reasonably proportionate share of the costs of audits required by, and performed in, accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:

a. Any costs when audits required by the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and

b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements because its expenditures under federal awards are less than $750,000 during the non-federal entity's fiscal year.

D. Contractor shall cooperate with and participate in any further audits which may be required by A12AA or CDA.

ARTICLE XI. INSURANCE

A. Prior to commencement of any work under this Agreement, Contractor shall provide for the term of this Agreement, the following insurance:

1. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars ($1,000,000) for bodily injury and property damage combined. Higher limits may be required by A12AA in cases of higher than usual risks.

2. Automobile Liability insurance including non-owned auto liability, of not less than $1,000,000 for volunteers and paid employees providing services supported by this Agreement. This insurance shall cover volunteers and paid employees providing services supported by this Agreement.

3. Automobile Liability for Charter-Party Carriers: If applicable, contractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-G which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:

   $750,000 if seating capacity is under 8
   $1,500,000 if seating capacity is 8 – 15
   $5,000,000 if seating capacity is over 15

   unless otherwise amended by future regulation.

4. Professional Liability: Professional liability of not less than $1,000,000 as it appropriately related to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. All programs except Title V.

5. Workers' Compensation Coverage – Workers' Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized vendor to obtain such insurance for its employees).

B. The insurance shall be obtained from an insurance company acceptable to A12AA and the California Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to A12AA and the Department of General Services.

C. Evidence of insurance shall be in a form and content acceptable to the A12AA and the California Department of General Services, Office of Risk and Insurance Management. Insurance obtained through commercial carriers shall meet the following requirements:

1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the A12AA or ten (10) days written notice if the reason for cancellation is for non-payment of any insurance premium.

2. The Certificate of Insurance shall provide the statement: "The Area 12 Agency on Aging, its officers, agents, employees, and servants are included as additional insured's, with respect to work performed for the Area 12 Agency on Aging ." Professional liability coverage is exempt from this requirement.

3. The Area 12 Agency on Aging shall be named the certificate holder and the A12AA address must be listed on the certificate.

D. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, Contractor agrees to provide A12AA, at least thirty (30) days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for a period not less than the remaining term of this Agreement or for a period not less than one (1) year. In the event Contractor fails to keep in effect at all times said insurance coverage, A12AA may, in addition to any other remedies it may have, terminate this Agreement.

E. Contractor shall require its subcontractors and vendors under this Agreement, other than units of local government which are self-insured, to maintain adequate insurance coverage for general liability, worker's compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, Contractor shall require all of its subcontractors and vendors to hold Contractor harmless. The subcontractor's or vendor's Certificate of Insurance for general and auto liability shall also name Contractor, not A12AA, as the certificate holder and additional insured. Contractor shall maintain certificates of insurance for all its vendors and forward copies to A12AA if requested.

F. A copy of each appropriate Certificate of Insurance referencing this Agreement number and specific programs, or letter of self-insurance, shall be submitted to A12AA with this Agreement.

G. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of patient complaints.

A copy of all volunteer and employee drivers' insurance coverage and licenses shall be reviewed at the yearly monitoring by A12AA a minimum of once a year or whenever an update and/or change is required.

ARTICLE XII. TERMINATION

A. Termination Without Cause

A12AA may terminate performance of work under this Agreement, in whole or in part, if A12AA determines that a termination is in A12AA' s best interest. The Notice of Termination shall specify the extent of the termination and shall be effective 90 days from the delivery of the Notice. The parties agree that if the termination of this Agreement is due to a reduction or deletion of funding by the Department of Finance, Legislature or Congress, the Notice of Termination shall be effective 30 days from the delivery of the Notice. The parties agree that the terminated portion of the Agreement, the remainder of the Agreement shall be deemed to remain in effect and is not void. Upon receipt of a Notice of Termination, the Contractor shall submit to A12AA for submission to CDA, a Transition Plan as specified in Exhibit E.

B. Termination for Cause

A12AA may terminate, in whole or part, for cause the performance of work under this Agreement upon 30 days written notice to Contractor. The Notice of Termination shall be effective 30 days from the delivery of the Notice of Termination unless the ground for termination is due to a threat to life or the health or safety of the public and in that case the termination shall take effect immediately. The grounds for termination for cause shall include but not limited to, the following:

1. A threat to life, health, or to the safety of the public. (Termination of this Agreement shall be effective immediately.)

2. A violation of the law or failure to comply with any condition of this Agreement.

3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.

4. Failure to comply with reporting requirements.

5. Evidence that Contractor is in an unsatisfactory financial condition as determined by an audit by A12AA and/or Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.

6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.

7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against Contractor.

8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against Contractor's assets or income.

9. The commission of an act of bankruptcy.

10. A finding of debarment or suspension.

11. Contractor's organizational structure has materially changed.

12. A12AA determines that Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, Contractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice

After receipt of a Notice of Termination, and except as directed by A12AA, Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.

2. Place no further subcontracts or vendor agreements for materials, or services, except as necessary to complete the continued portion of this Agreement.

3. Terminate all subcontracts or agreements to the extent they relate to the work terminated.

4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of vendor agreements (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, or to the health or safety of the public. The effective date for Termination with Cause or for funding reductions is 30 days and the effective date for Termination without Cause is 90 days subsequent to written notice to Contractor. The notice shall describe the action being taken by A12AA, the reason for such action, and any conditions of the termination, including the date of termination.

E. Voluntary Termination of Agreement

Title III Only - Pursuant to Title 22, Section 7210, Contractor may voluntarily terminate this Agreement prior to its expiration either by mutual agreement with A12AA or upon 30 days written notice to A12AA. In case of voluntary termination, Contractor shall allow A12AA up to 180 days to transition services. Contractor shall submit a Transition Plan in accordance with Exhibit E.

Non-Title III Programs – In the event the Contractor no longer intends to provide services under the Agreement, the Contractor shall give A12AA Notice of Intent to Terminate. Such notice shall be given in writing to A12AA at least 180 days prior to the proposed termination date. Unless mutually agreed upon, the Contractor does not have the authority to terminate the Agreement. The Contractor shall submit a Transition Plan in accordance with this Agreement.

F. In the event of a termination, A12AA will present written notice to Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to A12AA as a result of breach of this Agreement by Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

Contractor shall notify A12AA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B. Any provision of this Agreement which conflicts with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

C. Failure by the Contractor to take necessary actions required by amendments to this Agreement shall constitute a material violation.

D. A12AA reserves the right to revise, waive, or modify this Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

ARTICLE XVI. NOTICES

A. Any notice to be given hereunder by either party to the other may be affected by personal delivery in writing or by registered or certified mail, or overnight mail, postage

prepaid, return receipt requested, provided Contractor retains receipt, and shall be communicated as of actual receipt.

B. Any notice given to A12AA for Contractor's change of legal name, main address, or name of Director shall be addressed to the Executive Director of A12AA on Contractor's letterhead.

C. All other notices with the exception of those identified in Section B of this Article, shall be addressed to A12AA, 19074 Standard Rd., Suite A, Sonora, CA 95370. Notices mailed to Contractor shall be to the address indicated on the coversheet of this Agreement.

D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

A. The name of A12AA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by A12AA to Contractor upon full execution of this Agreement.

B. Contractor shall submit the name of its Agency Contract Representative (ACR), for this Agreement by submitting an ACR form to A12AA with this signed Agreement. The ACR's address, phone number, e-mail address, and FAX number shall be included on the form. For any change in this information, Contractor shall submit an amended ACR form. This form may be requested from A12AA.

XVIII. COPYRIGHTS, TRADEMARKS, AND RIGHTS TO DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, A12AA reserves the right to copyright such material and Contractor agrees not to copyright such material, except as set forth in Section B of this article.

2. Contractor may request permission to copyright material by writing to the Executive Director of A12AA. The Executive Director will contact the CDA's Director for permission to copyright and shall consent to or give the reason for denial to Contractor in writing within ninety (90) days of receipt of the request.

3. If the material is copyrighted or trademarked with the consent of A12AA and CDA, the State and federal awarding departments reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author. At any time during

the term of this Agreement Contractor shall deliver to A12AA upon request, any materials, systems, or other items developed, refined, or enhanced using funds from this Agreement.

4. On all publications funded solely or in part by this Agreement, Contractor shall include the following acknowledgement: "This publication has been created or produced by the Area 12 Agency on Aging with financial assistance, in whole or in part, through funds from the Administration for Community Living." Contractors undertaking projects under government sponsorship are encouraged to express their findings and conclusions. These contents do not necessarily represent the policy of the U. S. Department of Health & Human Services or A12AA and Contractor should not assume endorsement by the federal or State government.

5. Contractor certifies that it has appropriate systems and controls in place to ensure that A12AA funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. Contractor shall not publish or transfer any materials, as defined in subsection 2 below, produced or resulting from activities supported by this Agreement without the express written consent of A12AA. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within sixty (60) days after the written request is received by A12AA. A12AA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.

2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration, or the exchange of that information between Area Agencies on Aging to facilitate uniformity of contract and program administration on a statewide basis.

3. Subject only to the provisions of Article XVIII and Article XIX of this Exhibit, A12AA may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and Federal law all subject data delivered under this Agreement.

ARTICLE XIX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

   The group needs assessment shall consider the following four (4) factors:

   a. Number of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.

   b. Frequency with which LEP individuals come in contact with the program.

   c. Nature and importance of the services provided.

   d. Local or frequently used resources available to Contractor.

      This group needs assessment will serve as the basis for Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140; 2 CCR 11200 et seq.; and 22 CCR 98300 et seq.

2. Contractor shall prepare and make available a report of the findings of the group needs assessment that summarizes:

   e. Methodologies used.

   f. The linguistic and cultural needs of non-English speaking or LEP groups.

   g. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]

   h. Local or frequently used resources available to Contractor.

3. Contractor shall maintain a record of the group needs assessment on file at Contractor's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

B. Provision of Services

1. Contractor shall take reasonable steps, based on the group needs assessment identified in Section A of this Article, to ensure that "alternative communication

services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [2 CCR 11162]

2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:

   i. Interpreters or bilingual providers and provider staff.
   j. Contracts with interpreters.
   k. MOU with community individuals or organizations that provide interpreter services.
   l. Use of telephone interpreter lines.
   m. Sharing of language assistance materials and services with other providers.
   n. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
   o. Referral to culturally and linguistically appropriate community service programs.

3. Based on the findings of the group needs assessment, Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [2 CCR 11162]

4. Contractor shall self-certify compliance with the requirements of this section and shall maintain the self-certification record on file at Contractor's office at all times during the term of this Agreement. [22 CCR 98324]

5. Contractor shall notify its employees of clients' rights regarding language access and Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by Contractor. [22 CCR 98324]

C. Compliance Monitoring

1. Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]

2. Contractor and A12AA shall monitor, evaluate and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]

3. Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate

sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

1. Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]

2. Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding A12AA procedures for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]

3. Contractor shall notify A12AA immediately of a complaint alleging discrimination based on a violation of State or Federal law. [2 CCR 11162; 22 CCR 98310, 98340]

ARTICLE XX. SUBCONTRACTS

1. The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

2. The Contractor is responsible for carrying out the terms of the Agreement and these Exhibits, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract responsibilities to any other entity.

3. The Contractor shall, in the event any subcontractor is utilized by Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article V of the Agreement, for handling property in accordance with Article VII, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article V of this Agreement.

4. The Contractor shall not obligate funds for the provision of services outlined within this Agreement in Article V in any subcontracts for services beyond the ending date of the Agreement.

5. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.

6. The Contractor shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of A12AA.

7. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Agreement.

8. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds provided in support of the services within the Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged y the Subcontractor in the performance of the services outlined in the Agreement.

9. The Contractor shall ensure the Subcontractor will complete all reporting and expenditure documents requested by A12AA. These reporting and expenditure documents shall be sent to the A12AA in a timely manner and at intervals as determined by A12AA.

10. Small contracts (under $100,000 in the aggregate) do not require a competitive process [CCR 7352(g)]. In the case of small contracts, a Contractor need only obtain price or rate quotations from a number of qualified sources and informally select the source with which to contract or obtain the purchase.

    a. Pre-Award Review: The Contractor shall submit the following to A12AA for review and approval for small contract (under $100,000 in the aggregate) to a for profit entity:
    i. Documentation that the aggregate value of the contract with any entity is less than $100,000
    ii. A completed CDA 2000 (Conflict of Interest Disclosure Form) that discusses whether a potential or actual conflict of interest exists
    iii. Copies of the price or rate quotations received from qualified sources
    b. A12AA will provide a determination letter within fifteen (15) days of receipt of all required documentation confirming that the Contractor has satisfied the requirements of a noncompetitive award to a for-profit entity or will provide detail as to the requirement(s) that have not been met.

11. Contracts over $100,000 in the aggregate for any entity must follow a competitive process [CCR 7352].

12. The Contractor shall prior to the awarding of a subcontract to any for-profit entity, submit the following to A12AA for review and approval:

    a. The Request for Proposal (RFP) or Invitation for Bid.
    b. All bid proposals received.

c. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity. [22 CCR 7362].

d. Description and documentation of dissemination of information concerning the RFP to elicit adequate competition. [22 CCR 7356].

Where a program may be subcontracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity, a requirement. for performance of a program specific audit of the subcontracted program by an independent audit firm.

13. The Contractor shall require all subcontractors to maintain adequate staff to the subcontractor's Agreement with the Contractor. This staff shall be available to the A12AA for training and meetings which the A12AA may find necessary from time to time.

14. If a private nonprofit corporation, the Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

15. The Contractor shall refer to 2 CFR 200.331, Subpart D – Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D – Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable Office of Management and Budgets (OMB) Circular.

16. The Contractor shall utilize procurement procedures as follows:
    a. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.
    b. For goods and services purchased with Title III or Title VI funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exceptions are contained in2 2 CCR 7360(a) and 22 CCR 7360(d). The Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT

A. General Assurances

Contractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.

2. If Contractor makes any award of funds to a public or private nonprofit agency, for the following purposes: (1) acquiring, altering, leasing, or renovating a facility, including a mobile facility, for use as a multipurpose senior center or (2) constructing a facility, including a mobile facility, for use as a multipurpose senior center, Contractor shall adhere to the program requirements and to 45 CFR 75.327(2), "Procurement Standards," procurement by contractors and subcontractors for nonprofit organizations, and 45 CFR 75.327 procurement for State and local governments, as applicable.

3. Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 75.328.

4. Contractor assures that when an existing facility has been altered with funds made available by this Agreement) and is used as a multipurpose senior center, the period of time in which such facility shall be used as a center is as follows:

   a. Not less than three (3) years from the date the Agreement terminates where the amount of the Agreement, including the non-federal share, does not exceed $30,000.

   b. If the Agreement amount exceeds $30,000, the fixed period of time shall be not less than three (3) years from the date of the Agreement plus one (1) year for each additional $10,000, or part thereof, to a maximum of $75,000.

   c. For Agreement amounts which exceed $75,000, the fixed period of time shall be no less than ten (10) years.

5. Any multipurpose senior center constructed with funds made available by this Agreement shall be used for that purpose for at least twenty (20) years after completion of that construction.

6. Any facility to be used as a senior center and acquired with funds made available by this Agreement shall be used for that purpose for at least ten (10) years from the date of acquisition.

7. Any agency awarded Title III funds for senior center acquisition or construction has a completed and notarized Notice of Assurances to the State of California of the Use of Property and the United States' Right of Recapture (CDA 214) recorded with the county recorder. Contractor shall periodically validate continuing use of such facility as a senior center during the recapture period.

8. Area 12 Agency on Aging (A12AA) funds will be made available only for the support of activities specified in an approved current Area Plan and current Contractor budget and contract that is in compliance with State and Federal laws and regulations.

9. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the A12AA or its contractors.

10. Funds made available under this Agreement shall supplement, and not supplant, any federal, State or local funds expended by a State or unit of general purpose local government to provide Title III (excluding III E) and Title VII services.

11. The following closely related programs identified by CFDA number are to be considered as an "Other Cluster" for purposes of determining major programs or whether a program specific audit may be elected. Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

93.041	Special Programs for the Aging-Title VIIA, Chapter 3 Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VIIA, Chapter 3)
93.042	Special Programs for the Aging-Title IIIB/VIIA, Chapter 2-Long Term Care Ombudsman Services for Older Individuals (Title IIIB/VIIA, Chapter 2)
93.043	Special Programs for the Aging-Title III, Part D -- Disease Prevention and Health Promotion Services (Title IIID)
93.044	Special Programs for the Aging-Title III, Part B -- Grants for Supportive Services and Senior Centers (Title IIIB)
93.045	Special Programs for the Aging-Title III, Part C -- Nutrition Services (Title IIIC)
93.052	National Family Caregiver Support-Title III, Part E
93.053	Nutrition Services Incentive Program (NSIP)

'Cluster of programs' means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. "Other Clusters" are as defined

by the consolidated CFR in the Compliance Supplement or as designated by a State for federal awards provided to its subcontractors that meet the definition of 'cluster of programs'. When designating an "other cluster," a State shall identify the Federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A 'cluster of programs' shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected. [Federal Office of Management and Budget, [45 CFR 75, Requirements], Audits of States, Local Governments 45 CFR 75 Appendix V to part 75 F.1., and Non-Profit Organizations 45 CFR 75 Appendix IV to part 75 C. 2.a.]

Contractor shall provide separate categories for Congregate Meals, Home Delivered Meals, NSIP Congregate, NSIP Home Delivered and each IIIB Program following the contracted services.

12. Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements. [OAA § 315(b)]:

    a. The Contractor for any Title III or Title VIIA services shall not use means tests.

    b. Any Title III or Title VIIA client that does not contribute toward the cost of the services received shall not be denied services.

    c. Methods used to solicit voluntary contributions for Title III and Title VIIA services shall be non-coercive. All voluntary contribution language must be approved by A12AA Executive Director before distributing to consumers.

    d. Each Service Provider will:

        (i) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
        (ii) Comply with provisions for voluntary contributions [OAA§325(b)]
        (iii) The Nutrition services provider must develop a suggested amount. When developing this contribution amount the income ranges of the older individuals in the community and the provider's other sources of income shall be considered. [CCR 7638.9(b)]
        (iv) Title IIIC-1: Post signage indicating the suggested contribution for eligible individuals, and the guest fee for non-eligible individuals, near the contribution container at each congregate meal site. The guest fee shall cover all meal costs. [CCR 7638.9(c)]
        (v) Title IIIC-2: Notify C-2 clients of the suggested contribution amount and methods for making voluntary contributions.

(vi) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.

(vii) Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution.

(viii) Establish appropriate procedures to safeguard and account for all contributions.

(ix) Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act. [OAA § 315(b)(4)(E)]

13. Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by A12AA.

14. Voluntary contribution letters may not resemble a bill or a statement [OAA §315(b)].

15. All voluntary contribution language must be submitted in writing and approved by the A12AA Executive Director before distribution to consumers.

16. Individual client contributions shall not be tracked by accounts receivable. [OAA §315(b)(4)(C)]

17. Contractor shall comply with the OAA § 306(a)(17), which requires it to include in its Administration information, how it will coordinate activities and develop long-range emergency preparedness plans with local and state emergency response agencies, relief organizations, local and state governments, and any other institutions that have responsibility for disaster relief service delivery.

18. Contractor, at a minimum, shall identify and make contact with their local Office of Emergency Services (OES) to define their respective roles and responsibilities. This contact shall include a discussion of the type of clients served by Contractor and how OES will address their needs in the community.

19. The Contractor shall furnish annually or whenever a change occurs, the name of its Disaster Coordinator to the A12AA.

20. The Contractor shall assure that its staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in Title 22, CCR §7547, the training shall consist of:

    a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.

b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.

c. Making written emergency procedure instructions available to all staff who have contact with older individuals or persons with disabilities.

21. Proof of age, citizenship or disability shall not be required as a condition of receiving services.

22. Contractor shall develop a policy and procedure to ensure that Title IIIC-1 and Title IIIC-2 meals are received only by eligible individuals.

23. Service Providers of Title IIIC programs shall annually assess all Title IIIC-1 and IIIC-2 clients' nutrition risk using DETERMINE Your Nutritional Health checklist published by the Nutrition Screening initiative. [OAA §339(2)(J)] [OAA §207(a)(3)]{CCR 7636.1(b)(7)}.

24. Materials published or transferred by Contractor and financed with funds under this Agreement shall: (a) state "the materials or product were a result of a project funded by a contract with the "Area 12 Agency on Aging"; (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include a statement that "the conclusions and opinions expressed may not be those of the Area 12 Agency on Aging or the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

ARTICLE II. REPORTING PROVISIONS

A. Contractor shall submit program performance reports for Title IIIB, Title III C-1, Title III C-2, and Title VIIB Elder Abuse Prevention Programs, in accordance with A12AA and California Department of Aging (CDA) requirements [W&I Code 9102 (a)(5)], to the A12AA Data Team.

B. Contractor shall assure that all subcontractors submit complete and accurate data.

C. Contractor shall have written procedures in a desk manual to assure that all performance data submitted is timely, complete, accurate and verifiable using the A12AA approved reporting procedures.

1. Details regarding the collection and reporting of program data,

2. Details regarding ensuring accuracy of data from intake/assessment process through reporting to A12AA,

3. Details regarding verification of data prior to submission to A12AA, and

4. Details for correction procedures.

D. Reporting Requirements specific to Title IIIB, Title IIIC-1, Title IIIC-2, and Title VII services.

1. Contractor shall submit program data electronically only for those A12AA funded programs using the data collection software, WellSky (SAMS).

2. Monthly service unit data reports will be completed and verified for accuracy no later than the fifth working day of the month following the month being reported.

3. Contractor shall provide all missing information, corrections for errors and verification of accuracy for all monthly and annual data in accordance with CDA requirements per A12AA Data Team as requested by A12AA.

E. The Contractor shall have written reporting procedures in a desk manual specific to each program which include:

1. Collection and reporting of program data for the Contractor or subcontractor,

2. Ensuring accuracy of all data from the Contractor or subcontractor,

3. Verification of Contractor or subcontractor data prior to submission to A12AA Data Team,

4. Correction procedures for Contractor and subcontractor.

F. The Contractor shall orient and train staff and subcontractor's staff regarding program data collection and reporting requirements. The Contractor shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.

ARTICLE III. SERVICE PROVIDER PROGRAM RESPONSIBILITIES

A. Outreach Activities/Public Information: Service Provider shall engage in outreach and public information activities in an effort to inform the public, community leaders, other Service Providers, and potential participants about program services and activities. Outreach activities are required and shall be aimed at reaching the target population(s). An outreach plan shall be developed including the following information: methods, timelines, target population(s), and expected number of persons to be reached. Service Provider shall maintain documentation of outreach activities.

B. Targeting: The Older Americans Act, the Older Californians Act and the A12AA Area Plan identify specific categories of persons age 60+ as target populations for services. Programs are expected to serve target populations at a rate at least comparable to census figures. Providers must specify how they will reach the target populations. To meet targeting goals, providers must demonstrate the capacity to serve persons in need of the proposed service and who possess one or more of the following characteristics:

(1) Greatest Social Need (GSN): GSN individuals have at least two of these characteristics: age 75+, lives alone, functionally impaired, language barriers or cultural, social or geographic isolation caused by racial or ethnic status, sexual orientation, human immunodeficiency virus (HIV) status, gender identity, or gender expression.

(2) Greatest Economic Needs (GEN): GEN individuals have a combined income from all sources at or below the federal poverty level.

(3) Minority: Persons who identify themselves with one of the following racial or ethnic groups: American Indian/Alaskan Native, Asian/Pacific Islander, African American, or Hispanic.

(4) Low Income, Minority: Low income, minority individuals have both GEN and minority characteristics.

(5) Geographically Isolated: Live in rural area (individuals who live outside of urbanized areas in town or remote countryside with fewer than 2500 persons).

(6) Disabilities: Older individuals with disabilities, with particular attention to those with severe disabilities.

C. Means Test: Service Provider **shall not** use a means test to determine eligibility for program services. "Means test" is defined as the use of an older person's income or resources to deny or limit that person's receipt of services.

D. Coordination:

(1) Interagency: Service Providers shall demonstrate efforts to initiate cooperative working agreements with other community agencies providing services to older persons and/or with other agencies that provide similar services.

(2) Focal Points: Where feasible, Service Provider should coordinate services with Focal Points for senior services in their community. Focal Points are senior or community centers, designated by A12AA, where onsite senior information and referral, and linkage/coordination with needed services for seniors are available. Acceptable methods of coordination include providing the Focal Point(s) with

informational materials about the services, letters/memoranda of agreement, and collocation of services. A list of Focal Points can be found in the A12AA 2023-2024 Area Plan Update available online at www.area12.org.

E. Program Reporting: The OAA calls for annual performance reporting to the Administration for Community Living (ACL) by the California Department of Aging (CDA). ACL has developed the Older Americans Act Performance System (OAAPS) data criteria for this reporting.

A12AA collects the program specific data that is entered in the WellSky software database by each contracting provider. Program specific NAPIS/OAAPS requirements are entered into WellSky for monthly reporting to CDA by the contracting provider. This data is due to the A12AA by the 5th working day of each month following the month being reported. Contracting service providers are responsible for:

- The collection of the required program specific data,
- Providing staff with the WellSky training
- Providing staff with the appropriate number of hours to maintain the data,
- Assuring that the data is accurately entered into WellSky,
- Reporting in the WellSky database as required, and
- The cost of the WellSky licensing.

Contractors shall utilize the WellSky system on the portal.wellsky.com site. Software and licensing shall be provided through the A12AA. The cost of the annual fees and user licenses for the software will be an allowable expense for the Service Provider and is required for the Provider unless other arrangements are made.

ARTICLE IV. PUBLIC EDUCATION AND INFORMATION

A. Public Education and Information (PE&I) falls into two categories:
1. Educational – materials that educate and inform an audience such as activity books, coloring books, brochures, and posters.
2. Promotional – materials that promotes, supports, or enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets, and litter bags. The State of California and CDA does NOT allow CDA funds to be used for this purpose.

Contractors that use A12AA Funds to produce educational material must receive approval from the A12AA Executive Director prior to production. Additionally, subcontractors that use A12AA funds to produce PI&E materials must receive written approval from the A12AA Executive Director in order to use any A12AA or CDA logo. Contractors should allow a minimum of ten (10) business days for approval; they should contact the A12AA Executive Director for any assistance.

A12AA shall inform any Vendors that all materials used in the production of public outreach materials paid for with grant funds are the property of the A12AA and CDA (i.e., data, plates, digital files, camera-ready artwork, designs, concepts, photographs video and audio). The A12AA reserved the right to use materials developed by the Contracts and/or subcontractor.

Inclusion of the logo and/or funding line should not interfere with the primary program messaging. Questions regarding the inclusion, size or placement of either logo or funding statement should be directed to the A12AA Executive Director.

All documents produced must comply with Federal Acquisition Regulation, Section 508, which governs document accessibility.

ARTICLE V. ADVERTISING AND PUBLIC RELATIONS

All press releases or any program advertisement utilizing the A12AA or CDA logo must be approved by the A12AA Executive Director prior to dissemination. Approval is also required for all used of A12AA logo or mention of A12AA in materials. The Contractor should email the draft press release to the A12AA Executive Director at least ten (10) days in advance of the announcement or event and copy the appropriate A12AA staff.

The Contractors must coordinate media and kick-off events with the A12AA Executive Director.

If A12AA or CDA funds are used for outreach, including paid and earned advertising, all materials must receive preapproval from the A12AA Executive Director before publication or production. Any mention of the A12AA or CDA name or organization in press or outreach materials require prior approval. The appropriate A12AA staff will coordinate this process. Materials should be submitted to the appropriate A12AA staff for review. They will be assessed within a ten (10) day business day approval period.

ARTICLE VI. S.W.A.G. BAN

The Contractor shall comply with the Governor's Executive Order B-06-11, which bans expenditures on promotional and marketing items colloquially known as 'S.W.A.G.' or 'Stuff We All Get'.

ARTICLE VII. APPEAL PROCESS

A. Contractor may appeal an adverse determination as defined in Title 22 CCR, §7702 using the appeal process established by the A12AA in Title 22 CCR, §7700 through 7710. Such appeal shall be filed within thirty (30) days of the A12AA's notice of adverse determination.

B. Any dispute regarding an existing direct service contract or the procurement of the direct service contract shall be resolved locally, consistent with W & I Code §9535(k), and as specified in the procurement documents and contracts of the Contractor.

C. Appeal costs or costs associated with any court review are not reimbursable.

ARTICLE VIII. TRANSITION PLAN

A. Contractor shall submit a transition plan to A12AA for submission to the CDA within 15 days of delivery of a written Notice of Termination (Pursuant to Article XII, Exhibit D of this Agreement) of a program funded either by Title III or Title VII. The transition plan must be approved by the CDA and shall at a minimum include the following:

1. Description of how clients will be notified about the change in their service provider.

2. A plan to communicate with other organizations that can assist in locating alternative services.

3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.

4. A plan to evaluate clients in order to assure appropriate placement.

5. A plan to transfer any confidential medical and client records to a new contractor.

6. A plan to dispose of confidential records in accordance with applicable laws and regulations.

7. A plan for adequate staff to provide continued care through the term of the contract. [Title 22, 7206(e)(4)]

8. A full inventory and plan to dispose or, transfer, or return to the A12AA all equipment purchased during the entire operation of the contract.

9. Additional information as necessary to effect a safe transition of clients to other community service providers.

B. Contractor shall implement the transition plan as approved by the State. A12AA and the CDA will monitor the Contractor's progress in carrying out all elements of the transition plan.

C. If the Contractor fails to provide and implement a transition plan as required by paragraphs A and B of Exhibit D, Article XII of this Agreement, the Contractor will implement a transition plan submitted by CDA to A12AA following the Notice of Termination.

ARTICLE I. INFORMATION CONFIDENTIALITY AND SECURITY

This Exhibit section sets forth the information privacy and security requirements the Contractor is obligated to follow with respect to all personal, confidential, and sensitive information (as defined herein) disclosed to the Contractor, or collected, created, maintained, stored, transmitted, or used by the Contractor for or on behalf of A12AA pursuant to this Agreement. Such personal confidential, and sensitive information is referred to herein as "A12AA PCSI". A12AA and the California Department of Aging (CDA) desire to protect their privacy and provide for the security of "A12AA PCSI" pursuant to this Exhibit and in compliance with state and federal laws applicable to "A12AA PCSI".

The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards made by the Contractor pursuant to this Agreement. The Contractor shall require its agents, subcontractors, or independent consultants (collectively, agents) to conform to this Exhibit regarding "A12AA PCSI".

A. **Definitions**

1. **Breach**:
   a. The unauthorized acquisition, access, use or disclosure of "A12AA PCSI" in a manner which compromises the security, confidentiality, or integrity of the information; or
   b. The same as the definition of 'breach of the security system' set forth in California Civil Code section 1798.29, subdivision (f); or
   c. The same as the definition of 'breach' set forth in the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, 45 Code of Federal Regulations (CFR) section 164.402.
2. **Confidential Information**: Information that is exempt from disclosure under the California Public Records Act (Government Code section 7920.000 et seq.)
3. **Disclosure**: The release, transfer, provision of, access to, or disclosure in any manner of information outside the entity holding the information.
4. **PCSI**: Personal information, confidential information and sensitive information as these terms are defined herein.
5. **Personal Information**: Information that identifies or describes an individual, including, but not limited to their name, Social Security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It is A12AA's policy to consider all information about individuals private unless such information is determined to be a public record. Personal Information also includes the following:
   a. Notice-Triggering Personal Information: Specific items or personal information (name plus Social Security number, driver's licenses/CA identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identify shall include, but not be limited to name, identifying number, symbol, or other identifying information assigned to the individual, such as finger or voice print or photograph. See Civil Code section 1798.29.
   b. Protected Health Information (PHI): The term PHI refers to and includes both PHI as defined at 45 CFR section 160.103 and Personal Information (PI)

as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

6. **Public Information**: Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code section 7920.000 et seq.).

7. **Security Incident:**
a. A breach or attempted breach; or
b. The attempted or successful unauthorized access, disclosure, modification, or destruction of "A12AA PCSI", in violation of any state or federal law or in a manner not permitted under this Agreement; or
c. The attempted or successful modification or destruction of, or interference with, the Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of "A12AA PCSI"; or
d. Any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

8. **Sensitive Information**: Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. Sensitive Information is information that requires a higher-than-normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of A12AA financial transactions and regulatory actions.

B. **Disclosure Restrictions**

The Contractor shall protect "A12AA PCSI" from unauthorized disclosure. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement any "A12AA PCSI" to anyone outside the Contractors' staff or A12AA personnel without prior written authorization from A12AA or CDA.

1. The Contractor and A12AA mutually agree that the creation, receipt, maintenance, transmittal, and disclosure of data from A12AA containing PHI shall be subject to the HIPAA and its implementing privacy and security regulations at 45 CFR Parts 160 and 164. The Contractor agrees to provide the same, or greater, level of protection to A12AA data that would be required if the Contractor were a Business Associate under HIPAA, regardless of whether the Contractor is or is not a Business Associate.
2. To the extent that other state and/or federal laws provide additional, stricter, and/or more protective (collectively, more protective) privacy and/or security protections to "A12AA PCSI" covered under this Agreement beyond those provided through HIPAA, Contractor agrees:

a. To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned;
b. To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate;
c. Examples of laws that provide additional and/or stricter protections to certain types of "A12AA PCSI", include but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78. Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and institutions Code section 5328, and California Health and Safety Code section 11845.5; and
d. If the Contractor is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, the Contractor agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) of that section.

C. **Use Restrictions**

The Contractor shall not use any "A12AA PCSI" for any purpose other than performing the Contractor's obligations pursuant to this Agreement.

D. **Safeguards and Security**

The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of "A12AA PCSI" including electronic "A12AA PCSI" that it creates, receives, maintains, uses, or transmits on behalf of A12AA. The Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. The Contractor's administrative, technical, and physical safeguards shall include, at a minimum:

1. Technical Security Controls: The Contractor shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SPI 800-53, Revision 5, is available online at https://csrc.nist./gov/publications/detail/sp/800-53/rev-5/final.
Updates will be available online at https://csrc.nist.gov/publications/sp800.

2. Removable Media Devices – All electronic files that contain "A12AA PCSI" data must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, smart devices, tapes, portable hard drives, backup media, etc.). PCSI must be encrypted, at a minimum, using a FIPS 140-2 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128-bit key or higher.

3. Encryption - Encryption of Computing Devices: The Contractor, and any of its vendor(s) that collect data, are required to use 128-bit encryption for PSCI data that is collected and stored on all computing devices (including but not limited to,

workstations, servers, laptops, personal digital assistants, notebook computers and backup media).

4. Patch Management – The Contractor shall apply security patches and upgrades and keep virus software up to date on all systems which PHI and other confidential information may be used.

5. Confidentiality Statement – All staff and volunteers that will be working with the "A12AA PCSI" must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by all staff and volunteers prior to accessing "A12AA PCSI". The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for A12AA inspection or a period of six (6) years following contract termination.

6. Transmission and Storage of PCSI – All staff and volunteers that will be working with "A12AA PCSI" shall comply with FIPS 140-3 compliant encryption of PHI, at rest and in motion, unless it has been determined that such encryption is unreasonable and inappropriate based upon a risk assessment and equivalent alternative measures are in place and documented as such.

7. Minimum Necessary – Only the minimum necessary amount of "A12AA PCSI" required to perform necessary business functions applicable to the terms of this Agreement may be used, disclosed, copied, downloaded, or exported.

8. Antivirus Software – All workstations, laptops and other systems that process and/or store "A12AA PCSI" must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

9. Data Security: "A12AA PCSI" will be stored separately from other customers' data. Data will be stored and processed within the continental United States, and remote access to data from outside the continental United States will be prohibited. Data will be encrypted such that unauthorized parties are unable to read the data within the database/data repositories or any backups.

E. **Staff and Volunteer Training**

All persons, staff, and volunteers, who assist in the performance of functions or activities on behalf of A12AA, or access or disclose "A12AA PCSI", must complete information privacy and security training, at least annually, at the Contractor's expense. Each person who receives information privacy and security training must sign a certification, indicating the person's name and the date on which the training was completed. These certificates must be retained for a period of six years following termination of this Agreement.

F. **Staff and Volunteer Discipline**

Appropriate sanctions must be applied against persons who fail to comply with privacy and procedures or any provisions of these requirements, including termination of employment and/or discontinuation of volunteering.

G. **Background Checks**

Before a person may access "A12AA PCSI", a thorough background check of that person must be conducted, with evaluation of the results to assure that there is no indication that the person may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each person's background check documentation for a period of three (3) years following termination of this Agreement.

1. Mailing: Mailings of "A12AA PCSI" shall be sealed and secured from damage or inappropriate viewing of PCSI to the extent possible. Mailings which include 500 or more individually identifiable records of "A12AA PCSI" in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of A12AA to use another method is obtained.

2. Security Officer: The Contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with A12AA.

3. Mitigation of Harmful Effects: The Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of "A12AA PCSI" and other confidential information in violation of the requirements of this Agreement.

4. Access to and Accounting For, Disclosure of PCSI: The Contractor shall document and make available to A12AA or (at the direction of A12AA) to any individual such disclosures of "A12AA PCSI" and information related to such disclosures necessary to respond to a proper request by the subject individual for an accounting of disclosures of personal information as required by 45 CFR section 164.524 or any applicable state or federal law.

H. **Access to Practices, Books, and Records**

The Contractor shall make its internal practices, books, and records relating to the use and disclosure of "A12AA PCSI" on behalf of A12AA available to A12AA upon reasonable request.

I. **Special Provision for SSA Data**

If the Contractor receives data from or on behalf of A12AA that was verified by or provided by the Social Security Administration (SSA Data) and is subject to an agreement between A12AA and SSA, the Contractor shall provide, upon request by A12AA, a list of all employees and agents who have access to such data, including employees and agents of its agents, to A12AA.

J. **Breaches and Security Incidents**

The Contractor shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

1. Notice to A12AA:

The Contractor shall notify A12AA immediately by email or telephone of the discovery of:

a. Unsecured "A12AA PCSI" is reasonably believed to have been accessed or acquired by an unauthorized person.
b. Any suspected security incident which risks unauthorized access to "A12AA PCSI" and/or other confidential information;
c. Any intrusion or unauthorized access, use, or disclosure of "A12AA PCSI" in violation of this Agreement;
d. Potential loss of confidential data affecting this Agreement;
e. Notice via email shall be made using the current CDA 1025 'Information Security Incident Report' forms and shall include all information known at the time the incident is reported. The forms are available online at: https://aging.ca.gov/Information_security/; and
f. Upon discovery of a breach or suspected security incident, intrusion, or unauthorized access, use or disclosure of "A12AA PCSI", the Contractor shall take:
    i. Prompt corrective action to mitigate any risks or damages involved with the security incident or breach; and
    ii. Any action pertaining to such unauthorized disclosure is required by applicable federal and state laws and regulations.

2. Investigation of Security Incident or Breach

The Contractor shall immediately investigate any security incident, breach, or unauthorized disclosure of "A12AA PCSI".

3. Complete Report

The Contractor shall provide a complete report of the investigation to A12AA within ten (10) business days of the discovery of the breach or unauthorized use or disclosure. The complete report must include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable federal and state laws. The report shall include a full, detailed corrective action plan including information on measures that were taken to halt and/or contain improper use of disclosure. If A12AA requests information in addition to this report, the Contractor shall make reasonable efforts to provide A12AA with such information. A12AA will review and approve or disapprove the Contractor's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and the Contractor's corrective action plan.

a. If the Contractor does not submit a complete report within the ten (10) business day timeframe, the Contractor shall request approval from A12AA within the ten (10) business day timeframe of a new submission timeframe for the complete report.

4. Notification of Individuals

If the cause of a breach is attributable to the Contractor or its agents, the Contractor shall notify individuals accordingly and shall pay all costs of such notifications as well as any costs associated with the breach. The notifications shall comply with applicable federal and state law. A12AA shall approve the time, manner, and content

of any such notifications and their review and approval must be obtained before the notifications are made.

5. Responsibility for Reporting Breaches to Entities other than A12AA

If the cause of a breach of "A12AA PCSI" is attributable to the Contractor or its subcontractors, the Contractor is responsible for all required reporting of the breach as required by applicable federal and state law.

6. Submission of Sample Notification of Attorney General:

If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, regardless of whether the Contractor is considered only a custodian and/or non-owner of the "A12AA PCSI", the Contractor shall, at its sole expense and at the sole election of A12AA, either:

a. Electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content, and timeliness provisions of Section 1798.29, subdivision (e). The Contractor shall inform the A12AA Privacy Officer of the time, manner, and content of any such submissions prior to the transmission of such submissions to the Attorney General; or

b. Cooperate with and assist A12AA in its submission of a sample copy of the notification to the Attorney General.

K. **Contact Information**

To direct communications to the above referenced A12AA staff, the Contractor shall initiate contact as indicated herein. A12AA reserves the right to make changes to the contact information below by giving written notice to the Contractor.

A12AA Privacy Officer	CDA Information Security Officer
Area 12 Agency on Aging 19074 Standard Rd., Ste. A Sonora, CA 95370 ATTN: Executive Director Email: kristin@area12.org Telephone: 209-532-6272	Information Security Branch 2880 Gateway Oaks Dr. Suite 200 Sacramento, CA 95833 ATTN: Information Security Officer Email: iso@aging.ca.gov Telephone: 916-419-7500

L. **Responsibility of A12AA**

A12AA agrees to not request the Contractor use or disclose "A12AA PCSI" in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

M. **Audit, Inspections, and Enforcement**

1. A12AA Right to Inspect:

From time to time, A12AA may inspect the facilities, systems, books, and records of the Contractor to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) section. The Contractor shall promptly remedy any violation of any provision of this ICSR section. The fact that A12AA inspects, or fails to inspect, or has the right to inspect, the Contractor's facilities, systems, and procedures does not relieve the Contractor of its responsibility to comply with this ICSR section.

2. Notification of A12AA in Event the Contractor is subject to other audit:

If the Contractor is the subject of an audit, compliance review, investigation, or any proceeding that is related to the performance of its obligations pursuant to the Agreement or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, the Contractor shall promptly notify A12AA unless it is legally prohibited from doing so.

N. **Miscellaneous Provisions**

1. Disclaimer:

A12AA makes no warranty or representation that compliance by the Contractor with this Agreement will satisfy the Contractor's business needs or compliance obligations. The Contractor is solely responsible for all decisions made by the Contractor regarding the safeguarding of "A12AA PCSI" and other confidential information.

2. Amendment:

a. Any provision of this Agreement or this Exhibit which conflicts with current or future applicable federal or state laws is herby amended to conform to the provisions of those laws. Such amendment of this Agreement or this Exhibit shall be effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

b. Failure by the Contractor to take necessary actions required by amendments to the Agreement and/or this Exhibit shall constitute a material violation.

3. Assistance in Litigation or Administrative Proceeding

The Contractor shall make itself, its employees, and agents available to A12AA at no cost to A12AA to testify as witnesses in the event or litigation or administrative proceedings being commenced against A12AA, its director, officers, or employees based upon claimed violation of law relating to security and privacy, and which involves inactions or actions by the Contractor (except where the Contractor or its subcontractor, workforce employee, or agent is named as an adverse party).

4. No Third-Party Beneficiaries

Nothing in this Agreement is intended to or shall confer upon any third person, any rights, or remedies whatsoever.

5. Interpretation

The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with regulations and applicable laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies with and is consistent with federal and state laws and regulations.

6. No Waiver of Obligations

No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation or shall prohibit enforcement of any obligation on any other occasion.

7. Return or Destruction of "A12AA PCSI" on Expiration or Termination

At expiration or termination of this Agreement, if feasible, the Contractor shall return or destroy all "A12AA PCSI" that the Contractor still maintains in any form and retain no copies of such information. If return or destruction is not feasible, A12AA and the Contractor shall determine the terms and conditions under which the Contractor may retain the "A12AA PCSI".

8. Data Sanitization

All "A12AA PCSI" must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the "A12AA PCSI" is no longer needed.

9. Survival

If return or destruction of "A12AA PCSI" is not feasible upon the termination of this Agreement, the respective rights, and obligations of the Contractor under this Agreement shall survive the completion or termination of this Agreement between the Contractor and A12AA. The Contractor shall also limit further uses and disclosures of "A12AA PCSI" to those purposes that make the return or destruction of the information infeasible.

ARTICLE II. MISCELLANEOUS

A. **Security Awareness Training**

1. Contractor's employees, vendors, subcontractors, and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at https://aging.ca.gov/Information_security/ within thirty (30) days of the start date of this Agreement, or within thirty (30) days of the start date of any new employee, vendor, subcontractor or volunteer's employment and annually thereafter.

2. Contractor must maintain certificates of completion on file and provide them to A12AA upon request.

B. **Contractor Information Integrity & Security Statement**

Contractor shall sign and return an Information Integrity & Security form with this Agreement. This is to ensure that Contractor and any of its vendors or subcontractors are aware of, and agree to comply with, their obligations to protect A12AA information assets including PSCI, from unauthorized access and disclosure.

AREA 12 AGENCY ON AGING
CONTRACT PERFORMANCE REPORT

SERVICE PROVIDER:_____

FY: **2024-2025** For the Quarter Ending:_____ Standard %: _____**%**

If cumulative year-to-date performance falls (below) or above 5% of the year-to-date *Standard Percentage at the end of any quarter, this form must be submitted to A12AA with the fiscal monthly expenditure report for the final month of the quarter. **Standard Percentage equals number of months in quarter (3, 6, 9 or 12) divided by 12*

- *Only insert titles of programs that are out of compliance*
- *Document "Contracted Units" and "Actual Units" cumulatively (YTD)*
- *To determine percentage, divide YTD Actual Units by YTD Contracted Units.*

Insert Program Title : *EXAMPLE*	***C-1 Cong***	***C-2 Hm Delivered***	***3-B***			
Contracted UOS/Meals	12,000					
Quarterly YTD Actual UOS/Meals	8,000					
Percentage-Actual vs. Contracted	66.66%					
Performance Over or (Under) Standard	**(8.34)%**					

Insert Program Title :	***C-1 Cong***	***C-2 Hm Delivered***	***3-B***			
Contracted UOS/Meals						
Quarterly YTD Actual UOS/Meals						
Percentage-Actual vs. Contracted						
Performance Percentage Over or (Under) Standard						

Quarterly Performance Report

SERVICE PROVIDER:_____

FY:__2024-2025_____ For the Quarter Ending:_____

Program Name: _____

Explain reasons for under or over performance standard:

Describe plan and timeline for corrective action to be taken:

Program Name: _____

Explain reasons for under or over performance standard:

Describe plan and timeline for corrective action to be taken:

Program Name: _____

Explain reasons for under or over performance standard:

Describe plan and timeline for corrective action to be taken:

_____Authorized Signature _____Date

AREA 12 AGENCY ON AGING
MONITORING PERFORMANCE STANDARDS

A. PURPOSES

1. To identify the service level that constitutes an acceptable performance

2. To determine at what point a service provider is under performing and requires corrective action or adjustments in scope of services (SOS) and/or contract amount.

3. To determine at what point a service provider's performance is out of compliance with terms of the contract.

B. STANDARDS

1. Performance goal is 100% of contracted SOS

2. A **performance level of less than 5% or more than 5% as compared to the Standard Percentage at any point in time,** will mean service provider is under\over performing and SOS and/or contract amount may be revised.

3. A performance level of less than 85% will mean service provider has not met terms of the contract. SOS and/or contract amount will be revised, or termination procedures will be implemented.

4. Performance level achieved by service provider will be one of the factors to be considered in the evaluation of application for future funding.

C. GENERAL GUIDELINES

1. Service provider is responsible for meeting all terms of the contract including provisions of the SOS.

2. Service provider is to maintain a cumulative performance level of 95% or more of units of service in SOS in order to be considered for continued funding at the full allocation.

3. Performance levels for Title III programs are calculated by comparing actual units to an annual SOS. The normal calculation is as follows:

$$\frac{\text{Actual Units of Service}}{\text{Scope of Service Units}} \qquad \frac{\text{Number of Days Y-T-D}}{\text{365 Days}}$$

4. If cumulative year-to-date performance level at the end of a quarter falls (below) or over above 5% of the year-to-date contracted units of service, service provider shall submit a Contract Performance Report (A12AA Form Performance Standards-Exhibit G). The report is due to the Fiscal Officer by the 15th of the month following the final month of the quarter. Corrective action must be implemented within thirty (30) days of the beginning of the new quarter.

5. The Area 12 Staff, including the Executive Director, Assistant Director, Fiscal Officer and Planner shall meet periodically to review service provider performance levels. In the case of underperforming programs, the entities may recommend that actions be taken. The recommendations may be forwarded to the A12AA Advisory Council and A12AA Governing Board for their consideration/adoption. The recommendations may include:

   A. Service provider must perform at a level of 95% or higher for the second/third quarter of their contact amount and/or SOS may/shall be reduced by the difference between 95% and their cumulative performance.

   B. Service provider must perform at a least 95% or higher for the (first/second/third) quarter or their contract amount and/or SOS may/shall be reduced by the difference between 95% and their quarterly performance.

   C. Service provider's cumulative performance must be 95% or higher by the end of the (second/third) quarter or their contract and/or SOS may/shall be reduced by the difference between 95% and their cumulative performance.

   D. A condition may be placed on this year's contract: The program must achieve 95% of its SOS level for the last (quarter/half) of the contract year, or next year's funding award and/or SOS will be reduced.

   E. A12AA staff to revise service provider's budget and/or SOS.

Instructions for Attached Form: Performance Standards – Exhibit G (pages #1 & 2)

1. Service provider can use quarterly calculations from the monthly financial report to fill in page #1. Only show programs that our out of compliance.

2. Page #2 must be filled out and turned in with the monthly financial reports, if quarterly YTD performance is out of compliance with terms of the contract.

3. If more pages needed, copy and paste page #2 only.

Revised 6-1-23

Exhibit H

CONTRACT RENEWAL PROPOSAL

Mariposa County Health & Human Services Agency
Adult & Aging - Mariposa County

The following document is the Contract Renewal Proposal submitted by Mariposa County HHS, Adult & Aging Services for Mariposa County.

GRIEVANCE PROCEDURES TO BE IMPLEMENTED BY SERVICE PROVIDERS

1.) All service providers shall develop written policies and procedures whereby any consumer of services may appeal and have resolved grievances relating, but not limited to:

   a.) Amount or duration of a service;
   b.) Denial or discontinuance of a service;
   c.) Dissatisfaction with the service or service provider;
   d.) Failure to comply with the regulations set forth by the California Department of Aging (CDA) or in the contract agreement with Area 12 Agency on Aging.

2.) The grievance procedure shall include all of the following:

   a.) Time frames within which a complaint will be acted upon;
   b.) Written notification to complainant of the results of the review, including a statement that the complainant may appeal to the Area 12 Agency on Aging if dissatisfied with the results of the review;
   c.) Confidentiality provisions to protect the complainant's right to privacy. Only information related to the complaint may be released without the individual's consent.

3.) All service providers are required to notify all consumers of the grievance process available to them by:

   a.) Posting notification of the process in visible and accessible areas. If a substantial number of consumers are non-English speaking, the notification shall also be posted in the primary language of this group of consumers;
   b.) Advising homebound consumers of the process either orally or in writing.

4.) The appropriate level of complaint resolution shall be determined as follows:

   a.) The service provider shall be the first administrative level for the resolution of complaints from consumers of services;
   b.) If a complainant is dissatisfied with the results of a service provider's grievance process, the complainant may submit, in writing, their complaint to the executive director of the Area 12 Agency on Aging. If complainant cannot submit a written complaint, the Area 12 Agency on Aging shall:
      1) Verbally accept the complaint
      2) Prepare a written complaint
      3) Have the complainant sign the written complaint
   c.) Any complaints received directly by the CDA shall be forwarded to the appropriate Area Agency on Aging for referral to the service provider.

AREA 12 AGENCY ON AGING

COMPLAINT RESOLUTION FOR SERVICE PROVIDERS

If you are a service sub-provider or applicant service sub-provider and are dissatisfied with an action taken by the Provider, you are entitled to submit a written grievance statement. Issues that are subject to the complaint resolution process include, but are not limited to the following:

1.) A reduction in the level of funding to an existing service sub-provider during a contract or subgrant period. However, a reduction directly attributable to a reduction in the funding to the Provider by the Area 12 Agency on Aging (A12AA) or the State or federal government shall not be considered an adverse determination.

2.) A cancellation or termination of an existing service sub-provider's contract or subgrant prior to the contractor or subgrant's expiration date.

3.) The denial of an application to provide services from an applicant service provider when any of the following exist:

   a.) The presence of a conflict of interest, real or apparent;
   b.) The occurrence of a procedural error or omission;
   c.) The lack of substantial evidence to support an A12AA's action.

All complaints shall be:

1.) Made in writing and addressed to the Executive Director of the A12AA;

2.) Submitted within 30 days of incident of dispute;

3.) Responded to within 30 days of receipt of the complaint, in the form of a written statement which shall include:

   a.) The reasons for the A12AA's decision on the issues contained in the complaint.
   b.) The complainant's right, if any, to request a State hearing and the time frames within which such a request must be made.

GRIEVANCE PROCEDURES - PROVIDERS FOR EMPLOYEES & VOLUNTEERS

1.) All service providers shall develop written policies and procedures whereby any employee or volunteer may appeal and have resolved grievances relating, but not limited to:

   a.) Unsafe practices;
   b.) Not following guidelines or training;
   c.) Dissatisfaction with the employer;
   d.) Failure to comply with the regulations set forth by the California Department of Aging (CDA) or in the contract agreement with Area 12 Agency on Aging (A12AA).

2.) The grievance procedure shall include all of the following:

   a.) Time frames within which a complaint will be acted upon;
   b.) Written notification to complainant of the results of the review, including a statement that the complainant may appeal to the A12AA if dissatisfied with the results of the review;
   c.) Confidentiality provisions to protect the complainant's right to privacy. Only information related to the complaint may be released without the individual's consent.

3.) All providers are required to notify all employees and volunteers of the grievance process available to them by:

   a.) Posting notification of the process in visible and accessible areas. If a substantial number of consumers are non-English speaking, the notification shall also be posted in the primary language of this group;
   b.) Advising employees and volunteers of the process either orally or in writing.

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County of:

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

   Contractor shall comply with all federal, state and local laws, codes, ordinance 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.

   All services performed by Contractor under this Agreement shall be in strict conformance with all applicable federal, state and/or local laws and regulations relating to confidentiality, including, but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 827, 5328, 10850 and 14100.2, Health and Safety Code sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations section 2.1 et seq.

   As applicable, Contractor shall comply with the State of California's General Terms and Conditions GTC-610, effective 6/9/2010.

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California

6. SWEATFREE CODE OF CONDUCT:

a. All contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. Contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph 'a' above.

7. DOMESTIC PARTNERS: For Contracts over $100,000 executed or amended after January 1, 2007, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA AND THE AREA 12 AGENCY ON AGING

The following laws apply to persons or entities doing business with the State of California and the Area 12 Agency on Aging.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. [Pub. Contract Code §10430(e)]

3. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

4. AMERICANS WITH DISABILITIES ACT: Contractor assures the Area 12 Agency on Aging that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

5. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the Area 12 Agency on Aging will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

6. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

7. RESOLUTION: A county, city, district, or other local public body must provide the Area 12 Agency on Aging with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

8. AIR OR WATER POLLUTION VIOLATION: Under the State laws, Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

9. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

AREA 12 AGENCY ON AGING FY2024-2025
MARIPOSA COUNTY HEALTH & HUMAN SERVICES AGENCY
ADULT & AGING SERVICES
CONTRACT AUTHORIZED SIGNATORY FORM

PROVIDER: _____

ADDRESS: _____

_____

The following persons have personally signed below and are authorized to sign documents as indicated:

Agreements

_____ _____
Board Chairperson (term through) Printed/Typed Name

_____ _____
Designee by Board Action Printed/Typed Name

Fiscal Reports/Budgets

_____ _____
Program Director Printed/Typed Name

_____ _____
Designee for Program Director/Title Printed/Typed Name

Program Reports

_____ _____
Program Director Printed/Typed Name

_____ _____
Designee for Program Director/Title Printed/Typed Name

For emergency contact, the Board Chairperson's telephone number is _____

And mailing address is _____

_____ _____
Submitted by Date

Area 12 Agency on Aging FY2024-2025
Agency Contract Representative (ACR) Designation Form
Mariposa County Health & Human Services Agency
Adult & Aging Services

SEND TO: **Kristin Millhoff**
Area 12 Agency on Aging
19074 Standard Rd., Suite A
Sonora, California 95370

Program:	
Legal Name of Contractor:	
Agency Contracts Representative:	
Title:	
Address:	
Phone: ( )	FAX: ( )
E-mail:	

Please specify the address checks are to be mailed to below:	
Address:	
Attention:	
Signature:	Print Name:
Title:	Phone: ( )

INFORMATION INTEGRITY AND SECURITY STATEMENT

In compliance with Government Code 11019.9, Civil Code 1798 Et. Seq., Department of General Services Management Memo 06-12, and Statewide Information Management Manual (SIMM) 5300 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to:

ACKNOWLEDGE:

- Any wrongful access, inspection, use, or disclosure of Personal, Sensitive, or Confidential Information (PSCI) is a crime and is prohibited under State and Federal laws, including but not limited to California Penal Code Section 502; California Government Code Section 15619; California Civil Code Section 1798.53 and 1798.55; and Health Insurance Portability and Accountability Act.
- Any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.

MEET THE FOLLOWING REQUIREMENTS:

- PSCI shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- PSCI data be protected by authorized access using the principles of least privilege.
- Any occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies will immediately be reported to CDA by completing a Security Incident Report (CDA (1025A and 1025B).
- All access codes which allow access to PSCI will be properly safeguarded.
- Activities by any individual or entity that is suspected of compromising confidential information will be reported to A12AA by completing a Security Incident Report, CDA 1025.
- Any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.
- Obligations to protect PSCI contained under this Contract/Agreement will continue after termination of the Contract/Agreement with A12AA and CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at https://aging.ca.gov/Information_security/, within 30 days of the start date of this

Contract/Agreement or within 30 days of the start date of any new employee, contractor, vendor or volunteer.

- All employees/subcontractors of the Contractor/Vendor must comply with A12AA's and CDA's confidentiality and data security requirements as outlined in the Contract/Agreement.
- CDA or its designee, A12AA, will be granted access by the Contractor or Vendor to any computer-based confidential information within the scope of the Contract.

CERTIFY:

To protect PSCI by:

- Accessing, inspecting, using, disclosing or modifying PSCI only for the purpose of performing official duties.
- Never accessing, inspecting, using, disclosing, or modifying PSCI for curiosity, personal gain, or any non-business-related reason.
- Securing PSCI in approved locations.
- Never removing PSCI from the work site without authorization.
- If approved to remove PSCI from work site, PSCI must be kept in a secure and locked container.
- Never sending PSCI in any electronic format – email, text, or any online format; **faxing** remains a confidential source of sending information.

Meets the encryption requirements in Exhibit D, Article 18:

□ Is in full compliance with the 128 Encryption requirements.

□ Is not in compliance with the 128 Encryption requirements and will achieve compliance by _____.

I hereby certify that I have reviewed this Information Integrity & Security Statement and will comply with the above statements.

Contractor/Vendor Name:	
Fiscal Year and Contracted Program(s):	
Printed Name and Title of Person Signing:	
Authorized Signature:	Date:

Attachment E

AREA 12 AGENCY ON AGING
2024-2025 CONTRACT RENEWAL PROPOSAL
Service Proposed and Funds Requested
Provider: Mariposa County HHS Agency County: Mariposa

1. Services to be Provided: 2. Service Category:	C-1 Congregate Meals $9.60/unit	C-2 Home Del. Meals $8.50/unit	IIIB Transportation $25.00/trip
Activity(ies):	2024-2025 (Proposed No. of Meals\UOS)	2024-2025 (Proposed No. of Meals\UOS)	2024-2025 (Proposed No. of UOS)
a. Meals	a. 8,969	a. 5,960	a.
b. One hour of service	b.	b.	b.
c. One Contact	c.	c.	c.
d. One Session	d.	d.	d.
e. One Modification	e.	e.	e.
f. One One-Way Trip	f._____	f._____	f. 2,317
TOTAL MEALS\SERVICE UNITS	8,969	5,960	2,317
NSIP	$ 86,102 $ 8,650	$ 50,660 $ 2,387	
2. Amount of A12AA funds requested	$ 94,752	$ 53,047	$ 57,925
3. Amount of Participant Contributions	$25,000	$10,950	$4,000
4. Other funds:	$	$	$
a. County Match Cash	$189,182	$109,903	$172,232
b. County Match In Kind	$ 27,000	$ 7,440	
c.			
Total Other Funds	$216,182	$117,343	$172,232
5. TOTAL FUNDS, ALL SOURCES	**$335,394**	**$181,340**	**$234,157**
6. Cost of unit of service			
a. A12AA funds (line 2 ÷ line 1.f.)	$9.60	$8.50	$25.00
b. All funds (line 5 ÷ line 1.f.)	$37.39	$30.42	$101.06
7. NUMBER OF SENIORS TO BE SERVED (unduplicated count)	450	100	175

Provider Contract with Area 12 Agency on Aging
Summary of Contract Changes made to FY 2024-2025

Location	What was changed	Rationale for change
Exhibit A Article I Item A #2	**Added:** **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, services that promote or support social connectedness and reduce negative health effects associated with social isolation, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and National Ombudsman Reporting System (NORS). [OAA §321(a)]	Additional language from California Department of Aging (CDA), Memorandum of Understanding (MOU)
Ex. A Art II #31	31. Comply with all provisions in CCR 7630 – 7638.13 Elderly Nutrition Program.	Added citation CDA MOU
Exhibit B. Article II. Item C. #9	Added: operating expenses.	Added per CDA MOU
Exhibit B. Article II. Item C. #10	Combined Allocated Direct Costs and Indirect Costs Allocated Direct Costs – requires submission of a Direct Cost Allocation Plan for prior approval. Or Indirect Costs – costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable as a direct cost.	Added per CDA MOU
Exhibit B. Article II. Item C. #12	Combined Allocated Direct Costs and Indirect Costs	Updated per CDA MOU

Provider Contract with Area 12 Agency on Aging
Summary of Contract Changes made to FY 2024-2025

Exhibit B. Article III Item A, #3	Added: before allocated funds.	Updated per CDA MOU
Exhibit B Article II Item C #1	a. Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must: (i) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated; (ii) Be incorporated into the official records of the non-federal entity; (iii) Reasonably reflect the total activity for which the employee is compensated by the non-federal entity, not exceeding 100% of compensated activities; (iv) Support the distribution of the employee's salary among specific activities or cost objectives if the employee works on more than one Federal award; a federal award and non-federal award, an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity. b. Salaries and wages of employees used in meeting cost sharing or matching requirements on federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from federal awards.	Additional language from CDA MOU
Exhibit B Article I Item F	F. Fiscal Provisions 1. The Contract must be approved prior to release and disbursement of any program funding included within this Contract via the budget displays. 2. Budgets must be approved by A12AA's Fiscal Department	Added per CDA MOU

Provider Contract with Area 12 Agency on Aging
Summary of Contract Changes made to FY 2024-2025

	prior to any disbursement of funding. 3. Contractor shall follow other fiscal provisions and terms as outlined in the Contract.	
Ex B Art II Item G 1	Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MDTC excludes in-kind contributions, equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs. {45 CFR 75.2]	Added per CDA MOU
Exhibit D Article VII Item G	Contractor shall record at a minimum: date acquired, item description including model number, A12AA issued tag number, serial number (if applicable), purchase cost, fund source.	Added by CDA MOU
Exhibit D Article VI Item A & B	Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit report and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, clients' records, and electronic files of its activities and expenditures hereunder in a form satisfactory to A12AA. All records pertaining to the Agreement must be made available for inspection and audit by the A12AA, State or its duly authorized	Additional language from CDA MOU

Provider Contract with Area 12 Agency on Aging
Summary of Contract Changes made to FY 2024-2025

	agents, at any time during normal business hours. A. All such records, including confidential records, must be maintained and made available by Contractor: (1) for the lesser of five (5) years after the closeout report has been issued, or an audit has been performed, or unless otherwise authorized in writing by CDA's Audit and Risk Management Branch, (2) for such longer period, if any, as is required by applicable statue, by any other clause of this Agreement, or by items 1 and 3 of this Section, and (3) for such longer period as A12AA and CDA deems necessary.	
Ex D Art XXI #10	10. Small contracts (under $100,000 in the aggregate) do not require a competitive process [CCR 7352(g)]. In the case of small contracts, a need only obtain price or rate quotations from a number of qualified sources and informally select the source with which to contract or obtain the purchase. a. Pre-Award Review: The Contractor shall submit the following to A12AA for review and approval for small contract (under $100,000 in the aggregate) to a for profit entity: i. Documentation that the aggregate value of the contract with any entity is less than $100,000 ii. A completed CDA 2000 (Conflict of Interest Disclosure Form) that discusses whether a potential or actual conflict of interest exists iii. Copies of the price or rate quotations received from qualified sources b. A12AA will provide a determination letter within fifteen (15) days of receipt of all required documentation confirming that the Contractor has satisfied the requirements of a noncompetitive award to a for-profit entity or will provide detail as to the requirement(s) that have not been met.	Updated language from CDA MOU

Provider Contract with Area 12 Agency on Aging
Summary of Contract Changes made to FY 2024-2025

Ex. D Art VII D	D. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.	Removed by CDA
Ex D Art IX F	Welfare & Institution Code (WIC) (Division 8.5 Mello-Granlund Older Californians Act [9000-9757.5] Chapter 2. California Department of Aging [9100-9118.5] Article 1. General Provisions [9100-9114] Section 9201(a) states that the State Unit on Aging administer all programs under the Older Americans Act of 1965, as amended, and this division, including providing ongoing oversight monitoring, and service quality evaluation to ensure that service providers are meeting standards of service performance established by the A12AA and the State. CDA AAA Based Teams and Office of the Long-term Care Ombudsman conduct onsite/remote monitoring visits to ensure that AAAs are in compliance with all federal and State laws, regulations, policies, contracts or grant agreement (Administrative); Performance goals are achieved (Program); and Federal awards are used for authorized purposes (Fiscal). Comprehensive onsite/remote assessments are conducted at a minimum once every four years as resources permit.	Updated language added by CDA MOU

Provider Contract with Area 12 Agency on Aging
Summary of Contract Changes made to FY 2024-2025

Ex D Art XIII	**ARTICLE XIII. REMEDIES** Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to A12AA as a result of breach of this Agreement by Contractor, whether such breach occurs before or after completion of the project.	Updated by CDA MOU
Ex D Art XV B-D	B. Any provision of this Agreement which conflicts with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it and be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties. C. Failure by the Contractor to take necessary actions required by amendments to this Agreement shall constitute a material violation. D. A12AA reserves the right to revise, waive, or modify this Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.	Added by CDA MOU
Ex. E Art IV	**ARTICLE IV. PUBLIC EDUCATION AND INFORMATION** A. Public Education and Information (PE&I) falls into two categories: 1. Educational – materials that educate and inform an audience such as activity books, coloring books, brochures, and posters.	Added article from CDA MOU

Provider Contract with Area 12 Agency on Aging
Summary of Contract Changes made to FY 2024-2025

	2. Promotional – materials that promotes, supports, or enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets, and little bags. The State of California and CDA does NOT allow CDA funds to be used for this purpose. Contractors that use A12AA Funds to produce educational material must receive approval from the A12AA Executive Director prior to production. Additionally, subcontractors that use A12AA funds to produce PE&I materials must receive written approval from the A12AA Executive Director in order to use any A12AA or CDA logo. Contractors should allow a minimum of ten (10) business days for approval; they should contact the A12AA Executive Director for any assistance. A12AA shall inform any Vendors that all materials used in the production of public outreach materials paid for with grant funds are the property of the A12AA and CDA (i.e., data, plates, digital files, camera-ready artwork, designs, concepts, photographs video and audio). The A12AA reserved the right to use materials developed by the Contracts and/or subcontractor. Inclusion of the logo and/or funding line should not interfere with the primary program messaging. Questions regarding the inclusion, size or placement of either logo or funding statement should be directed to the A12AA Executive Director. All documents produced must comply with Federal Acquisition Regulation, Section 508, which governs document accessibility. **ARTICLE V. ADVERTISING AND PUBLIC RELATIONS** All press releases or any program advertisement utilizing the	

Provider Contract with Area 12 Agency on Aging
Summary of Contract Changes made to FY 2024-2025

	A12AA or CDA logo must be approved by the A12AA Executive Director prior to dissemination. Approval is also required for all use of A12AA logo or mention of A12AA in materials. The Contractor should email the draft press release to the A12AA Executive Director at least ten (10) days in advance of the announcement or event and copy the appropriate A12AA staff. The Contractors must coordinate media and kick-off events with the A12AA Executive Director. If A12AA or CDA funds are used for outreach, including paid and earned advertising, all materials must receive preapproval from the A12AA Executive Director before publication or production. Any mention of the A12AA or CDA name or organization in press or outreach materials require prior approval. The appropriate A12AA staff will coordinate this process. Materials should be submitted to the appropriate A12AA staff for review. They will be assessed within a ten (10) day business day approval period.	
Exhibit E Article I Item A, #30	Service Providers of Title IIIC programs shall annually assess all Title IIIC-1 and IIIC-2 clients' nutrition risk using DETERMINE Your Nutritional Health checklist published by the Nutrition Screening initiative. [OAA §339(2)(J)] [OAA §207(a)(3)]{CCR 7636.1(b)(7)}.	Added by CDA MOU for clarification
Exhibit E Article I Item A #12, d.	(i) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service. (ii)Comply with provisions for voluntary contributions [OAA§325(b)] (iii)The Nutrition services provider must develop a suggested amount. When developing this contribution amount the income	Additional clarification by CDA MOU

Provider Contract with Area 12 Agency on Aging
Summary of Contract Changes made to FY 2024-2025

	ranges of the older individuals in the community and the provider's other sources of income shall be considered. [CCR 7638.9(b)] (iv) Title IIIC-1: Post signage indicating the suggested contribution for eligible individuals, and the guest fee for non-eligible individuals, near the contribution container at each congregate meal site. The guest fee shall cover all meal costs. [CCR 7638.9(c)] (v)Title IIIC-2: Notify C-2 clients of the suggested contribution amount and methods for making voluntary contributions. (vi) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.	
Exhibit F	New Exhibit F	Additional language and requirements from CDA MOU surrounding PCSI security

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-220

MEETING: June 4, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve the Contract Renewal Proposal with Area 12 Agency on Aging for Services in the Third Year (Fiscal Year 2024-2025) of the Awarded Four Year Area 12 Agency Grant (July 2022 through June 2026); and Authorize the Board of Supervisors Chair to Sign the Proposal

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RECOMMENDATION AND JUSTIFICATION

Approve the Contract Renewal Proposal with Area 12 Agency on Aging for Services in the Third Year (Fiscal Year 2024-2025) of the Awarded Four Year Area 12 Agency Grant (July 2022 through June 2026); and Authorize the Board of Supervisors Chair to Sign the Proposal for the Following Programs:

- Title IIIB-Transportation;
- Title IIIC-1 Congregate Nutrition Program; and
- Title IIIC-2 Home Delivered Nutrition Program

Attached is the Contract Renewal Proposal with Area 12 Agency on Aging (A12AA) with Attachments A through G, along with the proposed A12AA Budgets for Fiscal Year 2024-25.
During this next fiscal year, the Health and Human Services Agency (HHSA), Adult & Aging Services branch will implement the expansion of the senior nutrition programming by capitalizing on previous funding received through grants from A12AA and USDA. HHSA plans to implement new meal delivery strategies and routes, reaching the desert areas of North County, Midpines, Catheys Valley and the Ponderosa Basin.

BACKGROUND AND HISTORY OF BOARD ACTIONS

HHSA, in collaboration with Area 12 Agency on Aging, has been providing the above stated programs to seniors in Mariposa County for over thirty (30) years.
On March 9, 2010, the Board adopted Resolution 2010-110 approving proposals for RFP 2010-2014.
On March 11, 2014, the Board adopted Resolution 2014-96 approving the proposals for RFP 2014-2018.
On March 13, 2018, the Board adopted Resolution 2018-100 approving proposals for RFP 2018-2022.
On March 15, 2022, the Board adopted Resolution 2022-169 approving proposals for RFP 2022-2026.
On June 6, 2023, the Board adopted Resolution 2023-294 approving the proposal for fiscal year 2023-2024

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

A negative action would sever an additional funding source to the agency which would create a gap or

even suspension of many senior services currently provided.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Area 12 Proposal Documents

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 2024-328

MEETING: August 6, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve Budget Action Increasing Salary Appropriations and Decreasing Operating Expense Appropriations Within the Alcohol and Drug Department Budget for Fiscal Year 2024 ($113,794); and Recognize the Grant Revenue and Increasing the Department Salary Appropriations Budget to Pay Expenses Through Year End ($218,586)(4/5's Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Increasing Salary Appropriations and Decreasing Operating Expense Appropriations Within the Alcohol and Drug Department Budget for Fiscal Year 2024 ($113,794); and Recognize the Grant Revenue and Increasing the Department Salary Appropriations Budget to Pay Expenses Through Year End ($218,586)(4/5's Vote Required).

This Budget Action increases Salary Appropriations and Decreases Operating Expense Appropriations ($113,794) Within the Alcohol and Drug Department 403 Fund 3614 Budget for Fiscal Year 2024 to Pay Expenses Through Year End, and this Budget Action recognizes grant revenue in the Department 403 Fund 3616 Budget and increases salary appropriations ($218,586).

BACKGROUND AND HISTORY OF BOARD ACTIONS

In the normal course of business, the Agency must request Budget Actions to balance the various HHSA funds to pay actual expenses through the end of the fiscal year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this budget action is not approved, the Agency will be unable to pay expenses and balance the budgets in the affected funds for FY23-24.

FINANCIAL IMPACT

There is no impact to the County General Fund. This Budget Action increases Salary Appropriations ($113,794) and Decreases Operating Expense Appropriations ($113,794) in the Department 403 Fund 3614 Budget. This Budget Action recognizes grant revenue received ($218,586) and increases salary appropriations ($218,586) in the Department 403 Fund 3616 Budget.

ATTACHMENTS

1. 2024 End of the year Alcohol and Drug Budget Action #1 20240709

VOTE RESULT

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	INCREASE	DECREASE
3614	403	51111	Regular salaries and wages	76,995	
3614	403	51202	Monthly Longevity	779	
3614	403	52101	Retirement - Employer	8,516	
3614	403	52201	Medical/Dental/Vision	21,256	
3614	403	52205	Life Insurance	41	
3614	403	52206	Cash - Cafeteria Plan	36	
3614	403	52301	Social Security	4,303	
3614	403	52302	Medicare	1,010	
3614	403	52303	SDI	858	
3614	403	60201	Misc. Expenses		112,255
3614	403	60519	Contracted Program Costs		1,539
3616	403	45063	State Grant Revenue - State	(218,586)	
3616	403	51111	Regular salaries and wages	147,899	
3616	403	51202	Monthly Longevity	1,496	
3616	403	52101	Retirement - Employer	16,358	
3616	403	52201	Medical/Dental/Vision	40,831	
3616	403	52205	Life Insurance	79	
3616	403	52206	Cash - Cafeteria Plan	69	
3616	403	52301	Social Security	8,266	
3616	403	52302	Medicare	1,940	
3616	403	52303	SDI	1,648	
	FY2024 End of the year Alcohol and Drug Budget Action #1 20240709				
				113,794	113,794

TRANSFER BETWEEN FUNDS				DEBIT	CREDIT
				0	0

ACTION REQUESTED: (Check all that apply)
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 K Kelly DATE 7/10/24

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 2024-329

MEETING: August 6, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve a Five-Year Grant Agreement with Department of State Hospitals in the Amount of $2,277,343.31 for the Participation in Jail Based Competency Treatment (JBCT); and Authorize the Board of Supervisors Chair to Sign this Grant Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve a Five-Year Grant Agreement with Department of State Hospitals in the Amount of $2,277,343.31 for the Participation in Jail Based Competency Treatment (JBCT); and Authorize the Board of Supervisors Chair to Sign this Grant Agreement.

The California Department of State Hospitals (DSH) has approved renewal of the 2021-2024 agreement with Mariposa County for 2024-2029.

The Mariposa Adult Detention Facility periodically houses inmates that are found incompetent to stand trial (1ST) during their preliminary court hearings. When an inmate is determined to be 1ST pursuant to California Penal Code Section 1370, the inmate has historically been sent to California Department of State Hospitals (DSH) for treatment. Unfortunately, the inmate faces lengthy wait times for acceptance into a state hospital that can be delayed as much as 12 months and longer; once accepted, inmate restoration can be 30–90 days.

Due to a lack of available bed space at the state hospitals as well as an increasing number of wait listed offenders, DSH has provided an opportunity to partner with eligible and interested counties to establish Jail Based Competency Treatment (JBCT) programs. The Mariposa County Sheriffs Office and Mariposa County Health and Human Services Department will partner in the JBCT program and work collaboratively with the Department of State Hospitals. By partnering together, qualifying inmates will no longer have extended waiting periods and will be able to receive the appropriate care and treatment. The JBCT program can be operated regionally, accepting inmates from surrounding counties, or county specific. The JBCT program allows inmates to receive the same restoration to competency treatment at the County level. The program allows for expedited treatment as defendants can immediately begin receiving treatment upon the receipt of a court order. Once treatment has begun, the average length spent in the program, prior to competency restoration, is 90 days.

The Mariposa County Sheriffs Office has a significant need to partner with DSH and Mariposa County Health and Human Services Agency for this JBCT program. Under current conditions, while the inmate is facing a waiting period to be moved to a state hospital, most IST inmates refuse to take prescribed medications and are left untreated, becoming more unstable and volatile, until they are able to be

received by a state hospital. Non-compliant inmates pose a custody challenge to not only themselves, but the staff responsible for ensuring their well-being. It is essential that these inmates receive the care needed as soon as possible. Continuing a JBCT program in Mariposa County allows the opportunity for such care to be provided locally. This will result in reduced time the offender goes untreated, will provide a speedier trial and will reduce the growing backlog of inmates that are waiting to be treated at a state hospital.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approved the previous agreement with the Department of State Hospitals on September 28, 2021 by Resolution 2021-537.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this contract is not approved, inmates deemed Incompetent to Stand Trial will likely spend a longer period of time incarcerated, being left untreated, as they wait for bed space in a State Hospital.

FINANCIAL IMPACT

This JBCT Grant Agreement from the Department of State Hospitals will pay for the costs of the program. There is no negative impact to the County General Fund.

ATTACHMENTS

1. California Department of State Hospitals 2024 - 2029

VOTE RESULT

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

SCO ID: 4440-2479003000

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
24-79003-000	DSH-4440

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

CONTRACTING AGENCY NAME

Department of State Hospitals

CONTRACTOR NAME

County of Mariposa

2. The term of this Agreement is:

START DATE

August 1, 2024

THROUGH END DATE

July 31, 2029

3. The maximum amount of this Agreement is:

$2,277,343.31

Two Million Two Hundred Seventy-Seven Thousand Three Hundred Forty-Three Dollars and Thirty-One Cents

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

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	7
	Exhibit A-1	Program Elements	10
	Exhibit B	Budget Detail and Payment Provisions	5
+ -	Exhibit B-1	Sample Invoice	1
+ -	Exhibit C	General Terms and Conditions (GTC 4/2017)	*
+ -	Exhibit D	Special Terms and Conditions	8
+ -	Exhibit E	Confidentiality and Information Security Provisions (HIPAA Business Associate Agreement)	9

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

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

CONTRACTOR

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

County of Mariposa

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
P.O. Box 784	Mariposa	CA	95338

PRINTED NAME OF PERSON SIGNING	TITLE
Miles Menetrey	Board of Chairperson

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

SCO ID: 4440-2479003000

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

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
24-79003-000	DSH-4440

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of State Hospitals			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1215 O Street, MS-1	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
Kathryn Hill	Manager, PCSS		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		
	W&I Code 4335.2 (b) (2)		

EXHIBIT A
SCOPE OF WORK

1. CONTRACTED PARTIES:

A. The County of Mariposa, and/or their authorized designee, hereafter referred to as Contractor, agrees to provide services (as defined in Section 7) to the Department of State Hospitals (DSH) pursuant to the terms and conditions of this Agreement.

2. SERVICE LOCATION:

A. The services shall be performed at the Mariposa County Adult Detention Facility (MCADF), 5379 Highway 49 North, Mariposa, California.

3. SERVICE HOURS:

A. The County of Mariposa shall provide services 24 hours per day, seven days per week, including all State holidays. JBCT staff will provide services Monday through Friday, not including State holidays, during the hours of 8:00 a.m. until 5:00 p.m.

4. PROJECT REPRESENTATIVES:

A. The project representatives during the term of this Agreement shall be:

DSH Contract Manager:	
Section/Unit: Community Forensic Partnerships Division	
Attention: Selene Mujica, Staff Services Manager II	
Address: 1215 O Street, MS-10 Sacramento, CA 95814	
Phone: (916) 651-7913	Fax: (916) 653-2257
Email: Selene.Mujica@dsh.ca.gov	

DSH Administrative Contact:	
Section/Unit: Community Forensic Partnerships Division	
Attention: Sydney Taylor Staff Services Manager I	
Address: 1215 O Street, MS-10 Sacramento, CA 95814	
Phone: (916) 562-2564	Fax: (916) 653-2257
Email: Sydney.Taylor@dsh.ca.gov	

Mariposa County Contract Manager:	
Section/Unit: HHSA/Contracts	
Attention: Beth Alexander	
Address: P.O. Box 99/ 5362 Lemee Lane Mariposa, CA 95338	
Phone: (209) 742-0825	Fax: (209) 966-8251
Email: balexander@mariposacounty.org	

Mariposa County Sheriff Contact:	
Section/Unit: Mariposa County Adult Detention Facility	
Attention: Captain Jake Bobman	
Address: 5379 Hwy 49 Mariposa, CA 95338	
Phone: (209) 966-3616	Fax: (209) 742-4975
Email: jbobman@mariposacounty.org	

Mariposa County Jail – Medical Contact:	
Section/Unit: Jail Medical	
Attention: Kristina Keheley, Director	
Address: 5362 Lemee Lane Mariposa, CA 95338	
Phone: (209) 742-6694	Fax: (209) 742-0996
Email: kkeheley@mariposacounty.org	

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. PROGRAM REPLENISHMENT FUNDS:

A. The DSH shall reimburse Contractor for program replenishment costs incurred under this Agreement. The replenishment costs shall include, but are not limited to:
   i. Setup of patient rooms as well as treatment and office space;
   ii. Administrative operating expenses and equipment; and
   iii. Treatment and testing materials.

6. SUMMARY OF WORK TO BE PERFORMED:

A. Contractor shall provide access to portions of its MCADF for the purposes of administering a Jail-Based Competency Treatment (JBCT) program for the provision of restoration of competency treatment services for male and female individuals, hereafter referred to as "Patient Inmates," found by the courts to be Incompetent to Stand Trial (IST) under Penal Code section 1370. Contractor shall provide restoration of competency treatment services to felony IST Patient Inmates participating in the JBCT program pursuant to the DSH JBCT Policy and Procedures Manual.

7. CONTRACTOR RESPONSIBILITIES:

A. In providing restoration of competency treatment services, Contractor shall adhere to the program outlines contained in Exhibit A-1, Program Elements and the DSH JBCT Policy and Procedures Manual, hereafter referred to as the "Manual." Contractor acknowledges it has received a copy of the Manual and has had an opportunity to review the terms and conditions of the Manual and consult with independent counsel. Contractor agrees to the terms and conditions of the Manual and that the terms and conditions of the Manual are incorporated into this Agreement by reference. The meanings of the terms and requirements in this Agreement, unless otherwise defined in this Agreement, are defined in the Manual. In the event of an inconsistency between the Manual, attachments, specifications, or provisions which constitute this Agreement, the following order of precedence shall apply:

   i. DSH JBCT Policy and Procedures Manual (the "Manual");
   ii. Standard Agreement, STD. 213;
   iii. This Exhibit A, Scope of Work, including specifications incorporated by reference; and
   iv. All attachments incorporated in this Agreement by reference.

The Manual, as referenced in this Agreement, may be amended by the DSH from time to time. Contractor shall operate the JBCT program in accordance with the Manual, including any future amendments to the Manual. From the effective date of any amendment, Contractor shall follow the amendments required by any change in California statute or regulation. For all other amendments, Contractor shall present any of Contractor's concerns to the DSH within 10 business days from the date of notification, which does not relieve Contractor from adhering to any amendment, unless agreed upon in writing by the DSH. The DSH and Contractor shall negotiate, in good faith, changes to the Manual.

B. Contractor shall ensure that a preliminary evaluation of each potential JBCT Patient Inmate is conducted through, at a minimum, a review of the medical and mental health records of each prospective Patient Inmate, prior to admission into the JBCT program.

   i. Contractor shall ensure that priority for admissions to the JBCT program shall be based on commitment date, unless an exception is made based on one of the factors listed in California Code of Regulations (CCR), Title 9, Section 4710.

   ii. Upon admission into the JBCT program, Contractor shall ensure that a more thorough assessment is conducted as indicated in Exhibit A-1, Program Elements, and the DSH JBCT Policy and Procedures Manual.

C. Patient Inmates housed at the MCADF shall remain under the legal and physical custody of Contractor.

D. Contractor retains the right to exclude specific individual Patient Inmates from the JBCT designated area for security and classification reasons at the time of assignments or at any point during their incarceration at the MCADF and shall notify DSH immediately and no later than 24 hours after such movement occurs.

E. Should Contractor determine, based on clinical considerations, patient history, or other factors, that a current or potential Patient Inmate is, or likely shall be, violent and a significant danger to others participating in the JBCT program, Contractor shall inform the DSH Contract Manager and/or their designee immediately in writing, and by phone. Contractor agrees that the decision to remove such a Patient Inmate from the JBCT program is at the sole discretion of the DSH, and the DSH shall not unreasonably withhold such permission. In the event a Patient Inmate is removed from the JBCT program, the DSH shall arrange to have such Patient Inmate admitted to a state hospital or other DSH facility forthwith as is permitted under the admission requirements set forth in CCR, Title 9, sections 4700, et seq. Contractor shall continue to treat the Patient Inmate in the JBCT program until such arrangements are made, and will transport the Patient Inmate to the assigned DSH facility on a mutually agreed upon date.
.

F. Contractor shall provide for the care, confinement, and security of the Patient Inmates in accordance with all federal and state laws, standards, regulations, policies, procedures, and court orders applicable to the MCADF.

G. Contractor's custody staff assigned to the JBCT program shall receive Enhanced Mentally Ill Offender or Crisis Intervention Training (CIT) provided by Contractor, and shall participate in the JBCT program's treatment team meetings.

H. Regional Meetings and Forensic Trainings:

i. Contractor and/or its subcontractor may be required to attend virtual meetings at least three times per year and DSH sponsored or required trainings in person up to twice per year, as determined by the DSH in its sole and absolute discretion.
ii. Travel related expenses shall be reimbursed as outlined in Exhibit B, Budget Detail.

I. Responsibilities for Medical Care:

i. Contractor shall provide all Patient Inmates with the full range of Routine Medical Care available to other inmates of the MCADF, and is financially responsible for such care. Contractor agrees that the cost of all Routine Medical Care is included in the per diem rate charged to the DSH.

ii. For the purposes of this Agreement, Routine Medical Care shall be defined as all medical, dental, and mental health care as well as the cost of medical supplies, formulary prescription medications which are provided to Patient Inmates, and restoration of competency treatment services which are provided by the MCADF to Patient Inmates, including prescribed psychotropic medications. Non-formulary prescription medications shall be provided to Patient Inmates as clinically indicated for both Routine and Non-Routine Medical Care. Minor medical procedures shall be considered routine medical care. Minor medical procedures involve minimally invasive procedures. In most cases, these are performed laparoscopically or arthroscopically. Procedure is performed without damaging extensive amounts of tissue. Risk of infection is reduced, and recovery time is shorter. Some surgical procedures are superficial in that they only affect the outermost portions of the body, and thus shall be considered Routine Medical Care.

iii. For the purposes of this Agreement, Non-Routine Medical Care shall be defined as 1) major medical operations, surgeries, or procedures which would require admittance to a hospital longer than one day; 2) continuation of experimental medication; 3) critical life-saving services that cannot be provided onsite at the MCADF or via a county-contracted hospital; 4) dialysis service whether onsite or otherwise; and 5) emergency medical treatment that cannot be provided onsite at the MCADF. Major Medical operations/surgeries/procedures shall be considered non-routine medical care. Major medical operations/surgeries/procedures involve opening the body allowing surgeon access to the area where the work needs to be completed. They involve major trauma to the tissue, a high risk of infection, and an extended recovery period. These shall be considered non-routine medical care. Emergency medical care shall be defined as situations that pose an immediate risk to health and life and require immediate intervention to prevent a worsening of the situation.

iv. If a Patient Inmate requires Non-Routine Medical Care, Contractor shall notify the DSH Contract Manager or designee immediately in writing and by phone for pre-approval. For such patients, the DSH further reserves the right to either admit them to a state hospital for treatment or require Contractor to provide Non-Routine Medical Care. Should the DSH elect to require Contractor to provide the Non-Routine Medical Care, Contractor shall ensure that the Patient Inmate is provided care at a facility designated by the DSH Contract Manager. In the event the DSH directs Contractor to provide Non-Routine Medical Care, Contractor shall invoice the DSH directly for the full cost of care provided by submitting the invoice to the attention of the DSH Contract Manager. The full cost of care shall be offset by the Patient Inmate's Medicare or private health insurance plan when applicable, and then reimbursed by DSH. Contractor shall instruct the facility providing care to seek reimbursement from the Patient Inmate's Medicare or

private health insurance plan, within any required timeframes, prior to invoicing the Contractor when applicable. Contractor shall instruct the facility providing care to submit the Explanation of Benefits, reflecting Medicare or private health insurance payments or denials, with an original invoice when billing the contractor for the remaining balance (i.e., deductible, copay, and coinsurance amounts).

v. In the event of an emergency, Contractor shall proceed immediately with necessary medical treatment. In the event of such an emergency, the DSH shall direct Contractor to invoice the DSH directly for the full cost of care provided by submitting the invoice to the attention of the DSH Contract Manager. In such an event, Contractor shall notify the DSH immediately regarding the nature of the illness or injury as well as the types of treatment provided. Contractor shall make reasonable efforts to ensure that Patient Inmates are treated at facilities preferred by the committing county or otherwise that, once the Patient Inmate is stable enough for transfer, is transferred to such a facility.

J. For all Routine and Non-Routine Medical Care, Contractor shall be responsible for the security and transportation, including emergency transportation. Contractor agrees that all such costs are included in the per diem rate charged to the DSH.

K. Upon Restoration of Competency:

Contractor shall be responsible for coordinating with the committing counties' behavioral health programs for the continued mental health care, crisis intervention, ongoing counseling and care, and psychotropic medication compliance for the Patient Inmates restored to competence and transferred from the JBCT program.

L. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations, and licenses necessary to accomplish the work specified in this Agreement and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s), permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Agreement with cause.

M. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of the Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.

N. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then Contractor shall immediately notify the State in writing.

O. The DSH may terminate the Agreement pursuant to section 7 of Exhibit C if Contractor or its subcontractors fails to comply with a federal, state, or local law and the noncompliance, based on the facts and circumstances, would constitute a material breach of this Agreement under California law.

P. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

8. DSH RESPONSIBILITIES:

A. The DSH shall provide an orientation of the JBCT program to Contractor at the discretion of the DSH. Such orientation shall include an overview of State policies and procedures, the DSH JBCT Policy and Procedures Manual, and appropriate statutes related to the JBCT program.

B. The DSH shall be responsible for the development and maintenance of the DSH JBCT Policy and Procedures Manual concerning JBCT program operations and treatment consistent with State and federal laws and the DSH policies and procedures.

C. Rights of the DSH to Perform Quality Assurance and Financial Audits/Reviews

i. The DSH may routinely evaluate the work performance of Contractor, Contractor's personnel, subcontractors, or other parties associated with Contractor to determine if the DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing services as required by this Agreement, then that party shall not perform services for the DSH.

ii. The DSH may monitor and evaluate services provided in fulfillment of the requirements of this Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the DSH Contract Manager and/or their designee. The DSH retains sole and absolute discretion in determining any such evaluation schedule.

iii. Inspections may be conducted by the DSH staff at any time during the Agreement term to check on the quality of work. Payment shall not be provided for services deemed unacceptable by the Contract Manager and/or their designee.

iv. The DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. The DSH may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations.

v. If, as a result of an audit and examination, the DSH is informed of underpayments or overpayments, the DSH shall notify Contractor of the need for payment or reimbursement. Upon receipt of a final audit report, Contractor has 30 days to reimburse any overpayment or to dispute or challenge the report. Contractor and the DSH shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.

vi. The DSH shall submit its findings to Contractor and establish a deadline for correcting any deficiencies in fulfilling the obligations set forth in this section. Failure by Contractor to timely correct deficiencies shall be reason for termination of services under this Agreement.

9. PERFORMANCE MEASURES:

A. Complete and Timely Provision of Services

i. Expectations: Contractor is expected to provide all services, including any and all required reports, in a timely manner—in accordance with timelines established in Exhibit A, Scope of Work and the DSH JBCT Policy and Procedures Manual.

ii. Penalties: Should Contractor not provide all services, including any and all required reports in a timely manner, the DSH may choose to terminate this Agreement. Additionally, the DSH may find Contractor to be not responsible in provision of services and evaluate this in future contracting opportunities.

10. AMENDMENTS:

A. The parties reserve the right to amend this Agreement to add funding sufficient for these periods at the same rates or negotiate a new rate. All rights to increases will be dependent on available funding and are not guaranteed (see Exhibit B Section 3). This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties and be approved by the Department of General Services if such approval is required.

EXHIBIT A-1
PROGRAM ELEMENTS

1. PROGRAM ELEMENTS

A. Contractor shall conduct Services virtually and in-person.

B. Referral Prior to Admission: PMU will provide Contractor with a list of individuals committed to DSH who are eligible to receive services on at least a weekly basis. Contractor shall review the felony IST patient's active jail mental health and medical treatment records where the felony IST patient is incarcerated to determine the patient's psychiatric adherence, stability, and whether psychotropic medication has/has not been prescribed, and initiate psychotropic medication, if clinically indicated Additionally, Contractor shall review any medical/mental health records received from the DSH PMU. The PMU shall provide all required documents for the IST packet to Contractor once available.

C. Contractor shall initiate Services with felony IST patients based on commitment date, starting the initiation of Services with felony IST patients with the oldest commitment date.

   i. All IST patients on the waitlist will be eligible to receive Services and will be suitable for admission into the JBCT.

D. Services shall begin no later than three business days after receipt of the patient's name from the DSH PMU.

E. Contractor shall ensure that all clinical staff are licensed to practice their discipline. Unlicensed staff may provide services only after Contractor seeks and obtains approval from the DSH Contract Manager or designee for an unlicensed clinician waiver.

F. If Contractor requires additional medical or mental health records, Contractor will submit the request to the PMU and their designated JBCT Consulting Psychologist.

G. For psychiatric services, Contractor may use a licensed psychiatric prescriber or an advanced nurse practitioner.

H. Contractor shall grant designated DSH representatives' read only access to Contractor's electronic health record (EHR) for treatment planning and continuity of care purposes. In the event that there are barriers to EHR access in a county, Contractor agrees to electronically provide all patient records including, but not limited to, medical and mental health records within 48 hours of any request from DSH.

I. Removal of Patient Inmates No Longer Clinically Suitable

   i. Upon admission, Contractor shall assess each Patient Inmate to ascertain if restoration or trial competence is likely as required in the DSH JBCT Policies and Procedures Manual.

   ii. Should Contractor determine, based on clinical considerations or other factors, that a Patient Inmate admitted into the JBCT program is no longer clinically suitable for participation in the program, Contractor shall contact the DSH Contract Manager and/or their designee to discuss treatment options. Contractor agrees that the decision to remove such a Patient Inmate from

the JBCT program is at the sole discretion of the DSH, and the DSH shall not unreasonably withhold such permission.

iii. Should contractor and the DSH determine a Patient Inmate should be removed from the JBCT program, Contractor shall continue to provide treatment until arrangements are made to admit the Patient Inmate to another DSH facility. Within seven days of making this determination, Contractor shall also provide the documents listed in the current Manual, as well as any other additional documents requested by the DSH.

J. Psychological Assessment Protocol

i. Contractor shall administer a battery of individualized psychological assessments and testing upon admission and throughout the Patient Inmate's stay with the JBCT. Standardized structured professional judgement measures and structured psychological assessments that are generally accepted by the field shall be utilized to complete assessments of the Patient Inmate's current functioning, cognitive abilities, likelihood of malingering, and current competency to stand trial. Full requirements for assessment and a non-exhaustive list of appropriate assessment measures are included in the Manual.

ii. In addition to the use of structured assessments of patient response style, effort, and symptom validity as they relate to the potential that a patient is malingering and/or has cognitive dysfunction, Contractor shall integrate additional observable data reported by various disciplines on a 24/7 basis in coming to diagnoses for Patient Inmates. Full requirements for assessment and a non-exhaustive list of appropriate assessment measures are included in the Manual.

K. Individualized Treatment Program

i. Contractor shall provide an individualized restoration program according to the treatment approach subscribed to by the individual treatment teams and indicated by the Patient Inmate's psychiatric condition, level of functioning, and legal context.

ii. Contractor shall tailor individualized treatment regimens to the Patient Inmate's specific barrier(s) to trial competency. Deficits identified in the competency assessment upon admission to the JBCT program, or in subsequent assessments, shall be listed in the individual treatment plan and addressed by specific treatment interventions.

iii. Contractor shall conduct case conferences weekly or as needed to reassess Patient Inmates' progress toward restoration of competence to allow the treatment teams to measure whether their treatment interventions are working, and whether additional treatment elements need to be incorporated into Patient Inmates' treatment plans.

L. Multi-modal, Experiential Competency Restoration Educational Experience and Components

i. Contractor shall provide educational materials presented in multiple learning formats by multiple staff to each Patient Inmate, (e.g., a simple lecture format may be replaced with learning experiences involving discussion, reading, video, and experiential methods of instruction, such as role-playing or mock trial).

ii. Contractor shall address the following elements in the education modalities of the competency restoration program including, but not limited to:
1) Criminal charges;
2) Severity of charges, namely Felony vs. Misdemeanor;
3) Sentencing;
4) Pleas including, Guilty, Not Guilty, Nolo Contendere, and Not Guilty by Reason of Insanity;
5) Plea bargaining;
6) Roles of the courtroom personnel;
7) Adversarial nature of trial process;
8) Evaluating evidence;
9) Court room behavior;
10) Assisting counsel in conducting a defense;
11) Probation and Parole; and
12) Individualized instruction as needed.

iii. Contractor shall provide additional learning experience through increased lecture time, as well as individual instruction to Patient Inmates who are incompetent due to intellectual disability or other primary neurocognitive dysfunction, but who may be restored to competence with additional exposure to the educational material.

M. Medication Administration and Consent

i. Contractor shall obtain proper authorization (e.g., informed consent for treatment if the patient does not have an involuntary medication order, providing opportunity for assent if an order is in place) as soon as possible in accordance with professional standards of care and court practices.

ii. Contractor shall provide strategies to promote and incentivize voluntary psychotropic medication compliance.

iii. If involuntary psychotropic medication is not ordered by the court at time of commitment of a Patient Inmate to the JBCT program and the treating psychiatrist determines that psychotropic medication has become medically necessary and appropriate, Contractor shall request that the court issue an order for the administration of involuntary psychotropic medication as outlined in the DSH JBCT Policy and Procedures Manual.

iv. The Contractor will enact policies and procedures to ensure that within 14 days of admission from when a patient is admitted to the JBCT and the Court has authorized administration of involuntary medication, either:

a. The treating medical professional prescribes psychotropic medications to be administered over the patient's objection if the patient does not voluntarily comply with administration. The Contractor's policies and procedures will ensure that involuntary medication is administered over the patient's objection, if necessary, beginning with the date of the medical professional's prescription.

Or

b. The treating medical professional determines that medications that could be provided involuntarily are not currently medically appropriate or necessary for the patient and documents their reasoning in the medical record.

v. The Contractor will enact policies to ensure that when a patient is admitted to the JBCT without an order for involuntary medication and the Contractor subsequently petitions the Court and an order is granted, that within four business days of the date of the Court's order either:

   a. The treating medical professional prescribes medications to be administered over the patient's objection if the patient does not voluntarily comply with administration. The Contractor's policies and procedures will ensure that involuntary medication is administered over the patient's objection, if necessary, beginning with the date of the medical professional's prescription.

      Or

   b. The treating medical professional determines that medications that could be provided involuntarily are not currently medically appropriate or necessary for the patient and documents their reasoning in the medical record.

vi. Upon admission, for each felony IST patient, Contractor will focus on psychiatric and medication stabilization.

   a. Record review with a focus on the felony IST patient's psychiatric history and whether psychotropic medication is necessary.
   b. If psychotropic medication has not been initiated, prescribed, or the patient is refusing psychotropic medication, Contractor's psychiatric prescriber will assess the felony IST patient and determine the best treatment no later than five business days after admission.
   c. If psychotropic medication has been prescribed and the patient is refusing medication that is clinically appropriate and indicated, Contractor will notify DSH to initiate the administrative law judge (ALJ) process to obtain an IMO.
   d. Contractor shall strive to use long-acting medications when possible and as appropriate.
   e. Contractor shall offer services to all admitted felony IST patients at least three times per week with the goal of building rapport with patients to improve medication adherence, overall mental health stability, and general understanding of competency restoration education.
   f. Contractor shall document all offered services as well as refused services and any reasons why services were not received by the patient.
   g. Contractor's licensed vocational nurse/psychiatric technician will be available to provide support and assistance to Contractor's psychiatric prescribers (including tele-psychiatrists/Psychiatric Nurse Practitioners), such as conducting labs, vitals, charting, ensuring there are no barriers to the medication prescription, liaising between the Contractor's psychiatric prescriber and jail/jail medical/jail mental health staff as necessary.

vii. Contractor shall submit a monthly report to DSH that identifies the felony IST patients that were prescribed injectable psychotropic medications during the reporting period and explains the medical necessity for each prescription.

viii. Contractor shall be responsible for providing DSH with routine, and up-to-date details of the FIST patient's medication, including but not limited to, Long-Acting Injectables (LAIs) containing the following information:

a. Date of administration of the medication
b. Order date of medication
c. Dosage amount of medication
d. Any other relevant medication information related to the FIST patient

N. Suicide Prevention/Adverse Events

Contractor shall develop a suicide prevention program and assessment procedures that shall include an adverse sentinel event review process. Contractor shall submit written suicide prevention procedures to the DSH Contract Manager and/or their designee for approval prior to activation of the JBCT program and annually thereafter.

O. Patients' Rights/Grievance Process

Upon admission, Contractor shall provide an orientation and education on the Patient Inmate grievance process for each Patient Inmate. Contractor shall post the Patient Inmate Grievance Process in a visible location in an area commonly used by Patient Inmates.

P. Data Deliverables

i. Contractor will maintain and update patient information in the JBCT EDP Application consistently for all patients and in a timely manner. Information communicated therein includes, but is not limited to, the following data elements:

Term	Definition
Patient Name:	Last and First name of patient
Case Number:	Court assigned case number for each individual court case. It can typically include letters and numbers.
Booking Number:	Number that County Jail issues to an individual (per Forensics)
Gender:	Male or Female
Date of Birth:	Birthdate, Age can be determined using this date
Ethnicity:	Type of social group that has a common national or cultural tradition. *Caucasian/White, African American/Black, American Indian/Alaska Native, Asian, Native Hawaiian/Other Pacific Islander, Hispanic, Other*
Language Spoken:	Type of language spoken
Interpretive Services Utilized (YES/NO):	Was Interpretive services utilized? Yes or No
Referring County:	County of referral and/or commitment
Commitment Date:	Date of Commitment
Packet Received Date:	Date Packet Received (including incomplete required documents)
Packet Completed Date:	Date Packet completed (including all completed required documents)
Reason for Ongoing Pending Status:	Provide a detail reason why the delay of admission
Screening Evaluation Completed Date:	Date Screening Evaluation was completed
Screening Outcome:	Outcome results of patient screened. Accepted or Rejected
Reason for Screening Rejection:	Detail regarding reason for screening rejection. Bypassed/Triaged, Non-Roc, Medication, Substance-Related, Higher Level-of-Care, Other.
Admission Date:	Date of Admission
Involuntary Medication Order (YES/NO):	Is there a current court ordered IMO in place? Yes or No
IMO Effective Date:	Date IMO was effective on, this is the same as their 1370 commitment date
Medication Adherence:	Whether patients take their medications as prescribed. Fully Adherent, Intermittently Adherent, Refusing. (If applicable to program)
Did I/P Receive Invol Meds (YES/NO):	Was involuntary medication administered to patient? Yes or No
Date Invol Meds Initiated:	Date of involuntary medication administered
Disposition of Discharge/Transfer :	Final determination of patients status. Restored or DSH
Reason for Discharge/Transfer:	Detail regarding reason for patients discharge or transfer.
Date Referred to DSH for Transfer:	Date Referred to DSH for Transfer
Discharge/Transfer Date:	Date of Discharge and or Date of Transfer
Discharge/Transfer Location:	Location where patient will be discharged to. Jail, Atascadero SH, Coalinga SH, Metropolitan SH, Napa SH, Patton SH, Other: Must update Notes with Specific location.
Reason for delayed Discharge:	Provide a detail reason why the delay of discharge.
Date ROC Certificate Submitted to Court:	Date that ROC Certificate was submitted to Court
Primary Diagnosis at Admission:	Patients primary Diagnosis at time of Admission
Diagnosis at Discharge:	Patients primary Diagnosis at time of Discharge
Diagnosis of Malingering? (YES/NO):	Did the patient have a Malingering Diagnosis at any point during their stay in JBCT? Yes or No

ii. Contractor shall submit a monthly report to the DSH that identifies the Patient Inmates that were prescribed any non-formulary injectable psychotropic medication, e.g. Invega Sustenna®, during the reporting period and explains the medical necessity for each prescription upon request.

iii. Contractor shall submit a summary performance report annually from the contract start date to include, but not be limited to, the information stated above and:

1) The total cost of the program by budget category: personnel, operating expenses, administrative expense, custody and housing, and other direct operating costs as well as overall cost per Patient Inmate treated and the costs for those found to be malingering; and
2) The cost per cycle of treatment.

Q. Reporting Requirements

i. Contractor shall submit a written report to the court, the community program director of the county or region of commitment, and the DSH Contract Manager and/or their designee concerning the Patient Inmate's progress toward recovery of trial competence within 90 days of a commitment. The report shall include a description of any antipsychotic medication administered to the Patient Inmate and its effects and side effects, including effects on the Patient Inmate's appearance or behavior that would affect the Patient Inmate's ability to understand the nature of the criminal proceedings or to assist counsel in the conduct of a defense in a reasonable manner.

ii. Contractor shall verbally report any escape within 24 hours to the court that made the commitment, the prosecutor in the case, the Department of Justice, and the DSH Contract Manager and/or their designee, with a written report to follow within five business days.

iii. Contractor shall report via phone or email to the DSH Contract Manager and/or their designee when a Patient Inmate who is currently receiving treatment in the JBCT program is involved in a Serious Incident. "Serious Incidents" shall include, but not be limited to, causing serious harm to self or others and committing a new felony offense, and are defined more specifically in the Manual. Such reporting shall take place within 24 hours of the Serious Incident. Contractor shall respond to Serious Incidents and law enforcement issues, with coverage 24 hours per day, seven days a week, and with the capacity to arrange for or provide emergency transportation of Patient Inmates. Contractor shall maintain a Serious Incident file that is separate from the Patient Inmate record.

iv. Contractor shall file a certificate of restoration with the court that made the commitment when the Program Director or their designee determines that the Patient Inmate has regained trial competence.

2. TREATMENT PROTOCOL

A. JBCT is an intensive, milieu-based treatment program that quickly facilitates competency through a combination of group and individual therapy.

B. Group therapy is central to the restoration process, and Contractor shall provide treatment daily to Patient Inmates consistent with the standards set in the Manual. Group content should include one of the three group treatment domains: competency education, understanding and management of mental illness, and mental/social stimulation. Many group topics can be assimilated into the groupings, e.g., mock trial, music-based competency treatment, etc.

C. Contractor shall provide individual daily contacts each business day with each Patient Inmate. These may be brief encounters provided by clinicians or paraprofessionals that aid in building rapport and ensuring that patients are not in crisis.

D. Contractor will provide individual sessions to each Patient Inmate at least weekly. Individual sessions may be used to provide additional support to augment concepts or strategies discussed in group treatment, discussion of key legal elements of the individual's case that may be too sensitive for group discussion, or individualized therapeutic approaches to mitigating the symptoms impeding trial competence or that contribute to high risk behaviors. Case specific competency issues can best be addressed individually, e.g., a Patient Inmate understands court proceedings generally but struggles to apply the knowledge to their individual case.

E. Contractor's psychiatrist shall see each Patient Inmate weekly. A psychiatric assessment is a component of the admission process, and more frequent appointments shall be available as needed.

F. Together on a weekly basis, the multi-disciplinary treatment team shall review:

   Each patient's progress towards restoration of trial competency and clinical progress more generally, as well as to complete initial and revised individualized treatment plans, as described in the Manual.

3. SAMPLE SMALL COUNTY JBCT PROGRAM TREATMENT SCHEDULE

	Monday	***Tuesday***	***Wednesday***	***Thursday***	***Friday***
		Staff Member 1: Law Class	**Staff Member 2:** Law Class	**Staff Member 1:** Law Class	**Staff Member 2:** Law Class
		Staff Member 1: Individual Therapy	**Staff Member 2:** Individual Therapy	**Staff Member 1:** Individual Therapy	**Staff Member 2:** Individual Therapy

4. SMALL COUNTY JBCT PROGRAM STAFFING MODEL:

Number of Patients	1 to 2 Patients per Month
Treatment Team Staffing*	Social Worker Supervisor II, LMFT – 0.1 Psychiatrist – 0.05; contracted per hour Psychologist – contracted per evaluation Mental Health Clinician – 0.2 Physician Assistant – 0.1
Administrative Staff*	Staff Services Analyst – 0.1 Administrative Analyst – 0.05 Accountant II – 0.1 Senior Administrative Analyst – 0.1
Custodial Staff*	Deputy – 2.0
**Number of positions reflect full-time equivalent (FTE) values.*	

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT:

A. Contractor shall submit all invoices not more frequently than monthly in arrears.

B. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, the DSH agrees to compensate Contractor in accordance with the rates specified in section 5, Budget Detail.

C. Contractor shall include in the invoices the costs for all psychiatric medications, Long-Acting Injectable medications, and provided to patients in the Jail Based Competency Treatment (JBCT). If a medication is used for Psychiatric stabilization and not commonly known as a traditional psychotropic medication, then the contractor will review the use of the medication with the DSH for authorization of payment. Contractor shall invoice the DSH, following execution of this agreement, for LAIs provided to patients in the Jail Based Competency Treatment (JBCT).

D. Contractor shall submit invoices for any and all program replenishment costs associated with and pertaining to the items in Exhibit A. Scope of Work, Section 5, “Program Replenishment Funds.” The total program replenishment costs invoiced shall not exceed $1,000.00 annually.

E. The DSH is not responsible for services performed by Contractor outside of this Agreement, nor for services performed other than as outlined in Exhibit A, Scope of Work and Exhibit A-1, Program Elements.

F. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.

G. Contractor shall not bill or seek reimbursement from DSH for any goods or services if Contractor received or will receive reimbursement or funding for such goods or services under any federal program, such as the CARES Act or FEMA disaster relief, except when Contractor has billed Medicare and seeks the difference between the Medicare payment and the DSH contract price.

2. INSTRUCTIONS TO CONTRACTOR:

A. To expedite the processing of invoices submitted to the DSH for payment, all invoice(s) shall be submitted to the DSH for review and approval at either:

Department of State Hospitals
Attention: Accounting Office
1215 O Street, MS-2
Sacramento, CA 95814

OR
DSHSAC.AccountsPayable@dsh.ca.gov

B. Contractor shall submit one original and three copies of each invoice, unless emailed.

C. Contractor shall type, not handwrite, each invoice on company letterhead. The DSH may provide an invoice template, if requested, which may be used in lieu of company letterhead.

D. Contractor shall clearly note Contractor's name and address on each invoice. The name on the invoice must match the Payee Data Record (Std. 204) and the name listed on this Agreement.

E. Contractor shall list and itemize in accordance with the Budget Detail, all services or deliverables provided on each invoice.

F. Contractor shall include the following on each submitted invoice:
   i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated.
   ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213).
   iii. Small Business certification number, if applicable.
   iv. Professional license number, if applicable;
   v. Invoice total.
   vi. Written proof of DSH's approval as required by this Agreement for those services requiring pre-approval.

3. BUDGET CONTINGENCY CLAUSE:

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any Fiscal Year (FY) is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

C. If this Agreement overlaps Federal and State FYs, should funds not be appropriated by Congress or approved by the Legislature for the FY in which the Agreement was entered into, and/or any subsequent years covered under this Agreement, the State may exercise its option to cancel this Agreement.

D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

4. PROMPT PAYMENT CLAUSE:

A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

5. BUDGET DETAIL:

A. The maximum amount of this Agreement shall not exceed $2,277,343.31 at rates listed in this Agreement.

B. Personnel Costs: Upon contract execution as well as receipt and approval of the submitted invoices, the DSH shall compensate Contractor for the following fixed costs: Medical/Psychiatric Services, Competency Services, and Administrative Support. The DSH shall compensate

Contractor for the following variable costs to be paid as patients are served: Housing and Security and Medications. Costs shall not exceed the following budgeted amounts displayed in the tables below unless otherwise noted below.

i. The monthly allocation amounts are based on dividing the annual allocation amounts and shall not exceed the budgeted annual allocation amounts by fiscal year.

Personnel Cost Category	**Annual Allocation**					
	FY 2024-25 (11 Months)	FY 2025-26 (12 Months)	FY 2026-27 (12 Months)	FY 2027-28 (12 Months)	FY 2028-29 (12 Months)	FY 2029-30 (1 Month)
Fixed Costs						
Medical/Psychiatric Services	$83,416.67	$91,000.00	$91,000.00	$91,000.00	$91,000.00	$7,583.33
Competency Services	$38,225.00	$41,700.00	$41,700.00	$41,700.00	$41,700.00	$3,475.00
Administrative Support	$71,850.17	$80,838.62	$83,641.40	$86,584.32	$89,674.39	$7,494.41
Variable Costs - paid as patients are served						
Housing and Security - $169 Daily Rate	$116,187.50	$126,750.00	$126,750.00	$126,750.00	$126,750.00	$10,562.50
Medications - $13 Daily Rate	$8,937.50	$9,750.00	$9,750.00	$9,750.00	$9,750.00	$812.50

Personnel Cost Category	**Monthly Allocation**					
	FY 2024-25 (11 Months)	FY 2025-26 (12 Months)	FY 2026-27 (12 Months)	FY 2027-28 (12 Months)	FY 2028-29 (12 Months)	FY 2029-30 (1 Month)
Fixed Costs						
Medical/Psychiatric Services	$7,583.33	$7,583.33	$7,583.33	$7,583.33	$7,583.33	$7,583.33
Competency Services	$3,475.00	$3,475.00	$3,475.00	$3,475.00	$3,475.00	$3,475.00
Administrative Support	$6,531.83	$6,736.55	$6,970.12	$7,215.36	$7,472.87	$7,494.41
Variable Costs - paid as patients are served						
Housing and Security - $169 Daily Rate	$10,562.50	$10,562.50	$10,562.50	$10,562.50	$10,562.50	$10,562.50
Medications - $13 Daily Rate	$812.50	$812.50	$812.50	$812.50	$812.50	$812.50

C. Pharmaceuticals:

i. Upon invoicing, Contractor shall clearly identify the number of felony IST patients receiving early access and stabilization services in the monthly billing cycle.

ii. The DSH shall compensate Contractor for prescribed psychotropic medication costs based on actual usage when medically necessary, which shall not exceed the contract total. Upon invoicing, Contractor shall clearly identify the date and cost per long-acting injection multiplied by the number of Patient Inmates that received the injection during the month that services were provided. The DSH and Contractor shall monitor drug usage and, if/when Contractor anticipates exceeding the Pharmaceuticals Budget, Contractor shall notify the DSH Contract Manager and the DSH will execute a contract amendment to this Agreement in order to increase the Pharmaceuticals Budget, contingent upon the availability of sufficient funds.

Prescribed Non-Formulary Injectable Psychotropic Medication (Pharmaceuticals)				
Cost Per Injection		**Total Patient Inmates**		**Total for [insert month being invoiced]**
[Insert actual cost for one injection of this medication]	X	[Insert number of Patient Inmates who received this injection in the month being invoiced]	=	$_____

Cost Category	Annual Allocation					
	FY 2024-25 (11 Months)	FY 2025-26 (12 Months)	FY 2026-27 (12 Months)	FY 2027-28 (12 Months)	FY 2028-29 (12 Months)	FY 2029-30 (1 Month)
Long-Acting Injectable	$87,772.67	$95,752.00	$95,752.00	$95,752.00	$95,752.00	$7,979.33

D. Contractor shall be reimbursed for the Mariposa County Health and Human Services Agency's Class Trainer expenses, which shall not exceed $5,000.00 annually.

E. Regional Meetings and Forensic Trainings:

i. Contractor and its subcontractors shall be reimbursed for the travel expenses associated with DSH required meetings and/or trainings as outlined in the Scope of Work. Travel expenses shall not exceed $500.00 annually.

ii. Travel reimbursement rates shall be calculated in accordance with the California Department of Human Resources (CalHR) Rules (Cal. Code of Regs., Title 2 §§ 599.615 - 599.638.1) for non-represented employees, and are subject to the following provisions:

1) Travel must be pre-approved by the DSH Contract Manager. Invitation to attend from the DSH Contract Manager shall serve as pre-approval.
2) Travel shall be at the least expensive method available.
3) Contractor shall be reimbursed for actual expenses, up to the maximum prescribed in the aforementioned CalHR Rules. When determining method of travel, Contractor shall select the option that is the lowest cost to the State. When seeking reimbursement for travel.
4) Contractor must submit an originally signed Travel Expense Claim (TEC) form (STD. 262) with their invoice, and with original receipts, for each instance of expenses for meals, parking, and personal vehicle mileage reimbursement. A copy of MapQuest or equivalent is required for mileage claims. All TECs must be approved by the DSH Contract Manager in writing.
5) The time an individual leaves their office or residence and returns to their office or residence shall be used in calculating per diem allowances. All TECs must specify these times in order to be processed for payment.

   Contractor must retain copies of all TECs and receipts for at least three years from the final payment of this Agreement in case of an audit. For an overview of CalHR's travel reimbursement program, visit http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx. For specific questions regarding which travel expenses are reimbursable, contact the DSH Contract Manager.

F. Budget Summary

Personnel Costs	$1,766,083.31
Replenishment Fund	$5,000.00
DSH Travel Fund	$2,500.00
MCHHSA Class Trainer	$25,000.00
Pharmaceuticals	$478,760.00
Grand Total (not to exceed)	$2,277,343.31

G. At the sole discretion of the DSH and for the purposes of accounting, the DSH may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the contract price for the services actually rendered.

H. Contractor must submit all invoices within a reasonable time but, no later than 12 months from the date that services were provided. If Contractor fails to provide invoices within 12 months of the date services are rendered, the DSH may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.

EXHIBIT B-1
SAMPLE INVOICE

[Insert Contractor's Department company logo/address]

INVOICE

DATE	INVOICE #

Department of State Hospitals
Attn: Accounting Office
1215 O Street MS-2
Sacramento, CA 95814

PERIOD OF SERVICE	AGREEMENT #
[insert date range of month being invoiced]	

Medical/Psychiatric Services Fixed Cost for [insert month being invoiced]	Competency Services Fixed Cost for [insert month being invoiced]	Administrative Support Fixed Cost for [insert month being invoiced]
$7,583.33	**$3,475.00**	**$7,494.41**

Housing & Security Costs						
Daily Rate		Number of Patients Treated		Days in Treatment		Total for [insert month being invoiced]
$169.00	**X**	[Insert total number of patients treated in the month being invoiced]	**X**	[Insert actual number of days in treatment for the month being invoiced]	**=**	**$_____**
Medication Costs						
Daily Rate		Number of Patients Treated		Days in Treatment		Total for [insert month being invoiced]
$13.00	**X**	[Insert total number of patients in the month being invoiced]	**X**	[Insert actual number of days in treatment for the month being invoiced]	**=**	**$_____**

Invoice Total for [insert month being invoiced]:	**$_____**

PLEASE MAKE REMITTANCE PAYABLE TO:
[Insert Contractor's Department billing contact/address]

Prepared By: [Signature here]_____
[Insert name/title here]

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. SUBCONTRACTS:

A. Except for subcontracts identified in accordance with the solicitation, Contractor shall submit any subcontracts in connection with this Agreement to the DSH for its prior written approval. No work shall be subcontracted without the prior written approval of the DSH. Upon the termination of any subcontract, the DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.

B. Nothing contained in this Agreement shall create any contractual relationship between the DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to the DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them. Contractor agrees to indemnify and hold the DSH harmless for any costs, losses or claims, including reasonable attorney fees, resulting from its subcontractors.

2. PUBLICATIONS AND REPORTS:

A. The DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. The DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.

B. If the publication and/or report are prepared by non-employees of the DSH, and the total cost for such preparation exceeds $5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code section 7550).

3. PROGRESS REPORTS:

A. If progress reports are required by the Agreement, Contractor shall provide a progress report in writing, or orally if approved by the DSH Contract Manager, at least once a month to the DSH Contract Manager. This progress report shall include, but not be limited to; a statement that the Contractor is or is not on schedule, any pertinent reports, and any interim findings if applicable. Contractor shall cooperate with and shall be available to meet with the DSH to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

4. PRESENTATION:

A. Upon request, Contractor shall meet with the DSH to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement.

5. DEPARTMENT OF STATE HOSPITALS STAFF:

A. The DSH's staff shall be permitted to work side-by-side with Contractor's staff to the extent and under conditions as directed by the DSH Contract Manager. In this connection, the DSH's staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.

B. The Contractor shall abide by DSH's written policy and procedures on "nepotism," which is defined as "The practice of an employee using their influence or power to aid or hinder another in the employment setting because of a personal relationship." Accordingly, Contractor shall not use their influence or power to aid or hinder another in DSH's or Contractor's employment setting because of a personal relationship. The Contractor shall disclose any personal relationship with any current DSH workforce member by completing DSH 3215 Verification of Personal Relationships and Hiring of Relatives. Contractor shall also disclose any personal relationships with any current subcontractor(s)' workforce member.

6. CONFIDENTIALITY OF DATA AND DOCUMENTS:

A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the DSH Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code sections 6250 et seq.).

B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.

C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or the DSH's actions on the same, except to the DSH's staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law.

D. If requested by the DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the DSH and shall supply the DSH with evidence thereof.

E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.

F. After any data or documents submitted has become a part of the public records of the DSH, Contractor may at its own expense and upon written approval by the DSH Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of State Hospitals (Department), but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

7. PROVISIONS RELATING TO DATA:

A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at the expense of the DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.

C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to the DSH. Such data shall be property of the State of California and the DSH.

D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the DSH of any such contemplated action; and the DSH may within 30 days of said notification determine whether or not this data shall be further preserved. The DSH shall pay the expense of further preserving this data. The DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.

E. Contractor shall use best efforts to furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.

F. All financial, statistical, personal, technical and other data and information relating to the DSH's operation, which are designated confidential by the State or the DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.

G. If the DSH determines that the data and information are inadequately protected by Contractor or its subcontractors, the DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to the DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

8. APPROVAL OF PRODUCT:

A. Each product to be approved under this Agreement shall be approved by the Contract Manager. The DSH's determination as to satisfactory work shall be final, absent fraud or mistake.

9. SUBSTITUTIONS:

A. Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.

10. NOTICE:

A. Notice to either party shall be given by first class mail, by Federal Express, United Parcel Service or similar carrier, properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

11. WAIVER:

A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

12. GRATUITIES AND CONTINGENCY FEES:

A. Contractor shall not provide gratuities to any officer or employee of the DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. The DSH, by written notice to the Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State or the DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.

B. In the event this Agreement is terminated as provided in the paragraph above, the DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

C. The rights and remedies of the DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

13. INTEGRATION CLAUSE:

A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

14. CAPTIONS:

A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

15. PUBLIC HEARINGS:

A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in the Contractor's proposed budget. The DSH shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by the DSH.

16. FORCE MAJEURE:

A. Neither the DSH nor the Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

17. LITIGATION:

A. The DSH, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the DSH or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the DSH to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the DSH of any claim or action against it which affects, or may affect, this Agreement, the terms or conditions hereunder, DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the DSH.

B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

18. DISPUTES:

A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement.

19. EVALUATION OF CONTRACTOR'S PERFORMANCE:

A. The DSH shall evaluate Contractor's performance under this Agreement using standardized evaluation forms which shall be made available to every state agency pursuant to Public Contracts Code section 1067.

20. AUDITS, INSPECTION AND ENFORCEMENT:

A. Contractor agrees to allow the DSH to inspect its facilities and systems, and make available for review its books and records to enable the DSH to monitor compliance with the terms of this Agreement and audit invoices submitted to the DSH.

B. Contractor shall promptly remedy any violation of any provision of this Agreement to the satisfaction of the DSH.

C. The fact that the DSH inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, books and records does not relieve Contractor of its responsibility to independently monitor its compliance with this Agreement.

D. The DSH's failure to detect or the DSH's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the DSH's enforcement rights under the Agreement.

21. USE OF STATE FUNDS:

A. Contractor, including its officers and members, shall not use funds received from the DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:

   i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,

   ii. Lobbying for either the passage or defeat of any legislation.

B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

22. CANCELLATION PROVISIONS:

A. Unless otherwise specified, this Agreement may be canceled at any time by the DSH, in writing, with thirty (30) days advance notice. If canceled, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of cancellation and only at the rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs, at the rates set forth in Exhibit B, incurred prior to the date of cancellation or termination. The DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of cancellation.

B. If the DSH determines that the Contractor has breached a material term of the Agreement and has not cured the breach or ended the violation within the time specified by the DSH, the DSH may terminate the contract by providing notice to the Contractor. The DSH Information Security Officer shall report as required HIPAA violations to the Secretary of the U.S. Department of Health and Human Services.

C. Failure to comply with section 1 or 6 of this Exhibit, or a violation of section 12 of this Exhibit, shall be deemed a material breach of this Agreement.

23. EMPLOYMENT PROVISIONS:

A. Contractor acknowledges and agrees that neither Contractor, their personnel, subcontractors, nor other service providers through this Agreement are employees of the DSH. Contractor and its independent contractors shall be solely responsible for:

i. Paying any and all payroll taxes, including, but not limited to Social Security and Medicare taxes,

ii. Federal or state income tax withholding,

iii. Providing unemployment insurance and workers compensation insurance, and

iv. Paying compensation to its employees in accordance with federal and state labor laws, including overtime pay unless otherwise specified in this Agreement, as well as penalties that may be imposed for failure to comply with these laws. Contractor agrees to indemnify and hold harmless the DSH for any damages, losses, expenses, including reasonable attorney fees, in connection with its failure to pay salary or overtime, or provide benefits, including, but not limited to health care benefits or retirement benefits, to its employees, or its failure to provide to comply with federal or state labor laws.

24. LIABILITY FOR LOSS AND DAMAGES:

A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of the DSH at Contractor's expense. The DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

25. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

A. The DSH reserves the right to conduct fingerprinting, drug testing, and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor, their personnel, subcontractors, and other service providers through this Agreement access to State premises. The DSH further reserves the right to terminate this Agreement should a threat to security be determined.

B. In the event that the services required under this Agreement will be performed within a DSH facility, Contractors and their employees who are assigned to work with, near, or around patients shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for TB in an infectious or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more often as directed by DSH. Contractors and their employees who have any contact (physical or nonphysical) with patients, shall be required to furnish to the DSH Contract Manager, at no cost to DSH, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.

C. If both of the documented results of the TST provided ≤ 0-9/mm of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is ≥ 10/mm of induration, then they shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.

D. The DSH reserves the right, in its sole and absolute discretion, to take measures to minimize the transmission of influenza. Contractor, their personnel, subcontractors, and other service providers through this Agreement may be required to either a) show written proof that they have received an influenza vaccine, or b) complete an Influenza Declination Form, which will be provided upon request. In addition, all non-vaccinated providers may be required to wear a mask. In its sole and absolute discretion, DSH may elect to provide free influenza vaccines to Contractor, their personnel, subcontractors, and other service providers through this Agreement.

26. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:

A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if the Contractor has a financial interest with that health care provider or health-related facility.

B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of the DSH. Contractor shall disclose, in writing, as well as on a continuous basis, to the DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

27. AMENDMENTS:

A. The parties reserve the right to amend this Agreement as mutually agreed upon. This is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

28. GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI):

A. The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.
B. Bidders/Offerors must notify the State in writing if their solution or service includes, or makes available, any GenAI technology, including GenAI from third parties or subcontractors.
C. The State has developed a GenAI Disclosure & Factsheet to be completed by the Bidder/Offeror.
D. Failure to disclose GenAI to the State and submit the GenAI Disclosure & Factsheet will result in disqualification of the Bidder/Offeror and may void any resulting contract. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.
E. Upon receipt of a Bidder/Offeror GenAI Disclosure & Factsheet the state reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the state.

EXHIBIT E
CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

These Confidentiality and Information Security Provisions (for HIPAA/HITECH Act contracts) set forth the information privacy and security requirements Contractor is obligated to follow with respect to all confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted, or used by Contractor for or on behalf of the California Department of State Hospitals (DSH), pursuant to Contractor's agreement with DSH. DSH and Contractor (the parties) desire to protect the privacy and provide for the security of DSH confidential information pursuant to this Exhibit and in compliance with state and federal laws applicable to the confidential information.

1. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS:

A. Contractor shall comply with applicable laws and regulations, including but not limited to Welfare and Institutions Code sections 14100.2 and 5328 et seq. (2021), the Lanterman-Petris-Short Act, Civil Code section 1798 et seq. (2021), the Information Practices Act of 1977, Health and Safety Code section 123100 et seq. (2021), the Patient Access to Health Records Act, Title 42, Code of Federal Regulations (C.F.R.) part 431.300 et seq. (2021), and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including but not limited to section 1320d et seq. of Title 42 of the United States Code and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations (C.F.R.), parts 160, 162 and 164 (2021) (HIPAA regulations) regarding the confidentiality and security of protected health information (PHI). The following provisions of this Exhibit set forth some of the requirements of these statutes and regulations. This Exhibit should not be considered an exclusive list of the requirements. Contractor is required to fulfill the requirements of these statutes and regulations by independently researching and obtaining legal advice on these requirements as they may be amended from time to time.

B. Order of Precedence: With respect to confidentiality and information security provisions for all DSH confidential information, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and DSH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

C. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to DSH confidential information disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of DSH, pursuant to Contractor's agreement with DSH. When applicable, the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

2. DEFINITIONS:

A. The following terms used in the agreement between DSH and Contractor shall have the same meaning as those terms in the HIPAA Rules: Breach, Covered Entity, Data Aggregation, Disclosure, Health Care Operations, Individual, Minimum Necessary, Protected Health Information, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific Definitions

i. Contractor. Contractor shall have the same meaning as the term "business associate" at 45 C.F.R. section 160.103 (2021).

ii. Breach. With respect to Contractor's handling of confidential information, "breach" shall have the same meaning as the term "breach" in HIPAA, 45 C.F.R. section 164.402 (2021).

iii. HIPAA Rules. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. parts 160 and 164 (2021).

iv. Confidential Information. Confidential information shall mean information or data that is Protected Health Information or Personal Information as defined herein.

v. Personal Information (PI). Personal Information shall have the same meaning as defined in Civil Code section 1798.3, subdivision (a) (2021).

vi. Required by law, as set forth under 45 C.F.R. section 164.103 (2021), shall mean a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

vii. Security Incident. Security Incident shall mean the intentional attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of Contractor's organization and intended for internal use; or interference with system operations in an information system.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:

A. Contractor agrees to:

i. not use or disclose confidential information other than as permitted or required by the agreement between DSH and Contractor or as required by law. Any use or disclosure of DSH confidential information shall be the Minimum Necessary;

ii. use appropriate safeguards, and comply with Subpart C of 45 C.F.R. part 164 (2021) with respect to electronic confidential information, to prevent use or disclosure of confidential information other than as provided for by the agreement with DSH;

iii. report to DSH any use or disclosure of confidential information not provided for by the agreement with DSH of which it becomes aware, including breaches of unsecured protected health information as required at 45 C.F.R. section 164.410 (2021), and any security incident of which it becomes aware;

iv. in accordance with 45 C.F.R. sections 164.502(e)(1)(ii) and 164.308(b)(2) (2021), if applicable, ensure that any agents and subcontractors that create, receive, maintain, or

transmit confidential information on behalf of Contractor enter into a written agreement with Contractor agreeing to be bound to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information;

v. to provide access and make available confidential information in a designated record set to DSH or to an Individual in accordance with 45 C.F.R. section 164.524 (2021) and California Health and Safety Code section 123100 et seq. (2021). Designated Record Set shall mean the group of records maintained for DSH that includes medical, dental, and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DSH health plans; or those records used to make decisions about individuals on behalf of DSH. Contractor shall use the forms and processes developed by DSH for this purpose and shall respond to requests for access to records transmitted by DSH within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none;

vi. if Contractor maintains an Electronic Health Record with PHI and an Individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable DSH to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e) (2021);

vii. if Contractor receives data from DSH that was provided to DSH by the Social Security Administration, upon request by DSH, Contractor shall provide DSH with a list of all employees, subcontractors, and agents who have access to the Social Security data, including employees, contractors, and agents of its subcontractors and agents;

viii. make any amendment(s) to confidential information in a Designated Record Set as directed or agreed to by DSH pursuant to 45 C.F.R. section 164.526 (2021), or take other measures as necessary to satisfy DSH's obligations under 45 C.F.R. section 164.526 (2021);

ix. to document and make available to DSH or (at the direction of DSH) to an Individual within 15 days such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 C.F.R. section 164.528 (2021) and 42 U.S.C. section 17935(c) (2021). If Contractor maintains electronic health records for DSH as of January 1, 2009, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment, or health care operations, effective with disclosures on or after January 1, 2014. If Contractor acquires electronic health records for DSH after January 1, 2009, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment, or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting;

x. to the extent Contractor is to carry out one or more of DSH's obligation(s) under Subpart E of 45 C.F.R. part 164 (2021), comply with the requirements of Subpart E that apply to DSH in the performance of such obligation(s); and

xi. make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA regulations.

xii. comply with all legal obligations pursuant to the California Consumer Privacy Protection Act (CCPA) of Contractor, its employees, agents and sub-contractors, including but not limited to the handling and disclosure of personal information received resulting from this agreement, abiding by CCPA notice requirements on Contractor's website(s), safeguarding personal information received in connection with this agreement, refraining from using personal information received in connection with this agreement outside of the enumerated business purpose contained therein. Contractor's failure to comply with such laws and regulations shall constitute a material breach of this Agreement, and shall be grounds for immediate termination of the Agreement by DSH, pursuant to section 7 of Exhibit C. By executing this Agreement, Contractor certifies that it is aware of its legal obligations as set forth under the CCPA, that it is in compliance with the CCPA, and shall remain in compliance with all such laws and regulations for the term of this Agreement.

xiii. indemnify and hold the DSH harmless from and against any and all liability, loss, suit, damage or claim, including third party claims brought against the DSH, pursuant to section 5 of Exhibit C of this Agreement, as well as damages and reasonable costs assessed against the DSH by a court of competent jurisdiction (or, at Contractor's option, that are included in a settlement of such claim or action in accordance herewith), to the fullest extent permitted by State law, to the extent such claim arises from Contractor's violation of the CCPA in relation to Contractor's performance under this agreement; provided, that (i) Contractor is notified promptly in writing of the claim; (ii) Contractor controls the defense and settlement of the claim; (iii) Contractor provides a defense with counsel approved by the DSH; and (iv) the DSH cooperates with all reasonable requests of Contractor (at Contractor's expense) in defending or settling the claim.

4. PERMITTED USES AND DISCLOSURES OF CONFIDENTIAL INFORMATION BY THE CONTRACTOR:

A. Except as otherwise provided in the agreement between Contractor and DSH, Contractor, may use or disclose DSH confidential information to perform functions, activities or services identified in the agreement with DSH provided that such use or disclosure would not violate federal or state laws or regulations.

B. Contractor may not use or disclose the confidential information except as provided and permitted or required by this agreement with DSH or as required by law.

C. Contractor may use and disclose confidential information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such uses and disclosures are required by law.

D. Contractor may use confidential information to provide data aggregation services related to the health care operations of the DSH. Data aggregation means the combining of DSH confidential information created or received by Contractor on behalf of DSH with confidential information received by Contractor in its capacity as the business associate of another Covered Entity, to permit data analyses that relate to the health care operations of DSH.

5. SAFEGUARDS:

A. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards. The information privacy and security program shall reasonably and appropriately protect the confidentiality, integrity, and

availability of the confidential information that it creates, receives, maintains, or transmits; and prevent the use or disclosure of confidential information other than as provided for by the agreement with DSH. Contractor shall provide the DSH with information concerning such safeguards as the DSH may reasonably request from time to time.

B. Contractor shall implement administrative, technical, and physical safeguards to ensure the security of the DSH information on portable electronic media (e.g., USB drives and CD-ROM) and in paper files. Administrative safeguards to be implemented shall include, but are not limited to training, instructions to employees, and policies and procedures regarding the HIPAA Privacy Rule. Technical safeguards to be implemented must comply with the HIPAA Security Rule and Subpart C of part 164 of the HIPAA regulations with respect to electronic confidential information, and shall include, but are not limited to, role-based access, computer passwords, timing out of screens, storing laptop computers in a secure location (never leaving the equipment unattended at workplace, home or in a vehicle) and encryption. Physical safeguards to be implemented shall include, but are not limited to, locks on file cabinets, door locks, partitions, shredders, and confidential destruct.

6. AUTHENTICATION:

A. Contractor shall implement appropriate authentication methods to ensure information system access to confidential information is only granted to properly authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-53 and the SANS Institute Password Protection Policy.

i. Contractor shall implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:

(1) network-based firewall and/or personal firewall,

(2) continuously updated anti-virus software and

(3) patch-management process including installation of all operating system/software vendor security patches.

ii. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices (including, but not limited to, laptop computers, smart phones and PDAs) with a solution that uses proven industry standard algorithms.

iii. Prior to disposal, sanitize all DSH confidential data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88.

iv. Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.

7. MITIGATION OF HARMFUL EFFECTS:

A. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of confidential information by Contractor or its subcontractors in violation of the requirements of the agreement.

8. NOTIFICATION OF BREACH:

A. During the term of the agreement with DSH, Contractor shall report to DSH any use or disclosure of information not provided for by its contract of which it became aware including breaches of unsecured confidential information as required by 45 C.F.R. section 164.410 (2021).

9. DISCOVERY OF BREACH:

A. Contractor shall immediately notify the DSH Chief Information Security Officer by telephone call and email upon the discovery of a breach of confidential information in all forms (paper, electronic, or oral) if the confidential information was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of confidential information in violation of the agreement with DSH, or potential loss of DSH confidential data. If the security incident occurs after business hours or on a weekend or holiday, notification shall be provided by calling the DSH Chief Information Security Officer. Contractor shall take:

i. prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

ii. any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

10. INVESTIGATION OF BREACH:

A. Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of DSH confidential information. Within 8 hours of discovery (of the breach), Contractor shall notify the DSH Chief Information Security Officer of at least the following:

i. the data elements involved and the extent of the confidential data involved in the breach;

ii. a description of the unauthorized person(s) known or reasonably believed to have improperly acquired, accessed, used, transmitted, sent or disclosed confidential information;

iii. a description of where and when the confidential information is believed to have been improperly acquired, accessed, used, transmitted, sent or disclosed;

iv. a description of the probable causes of the improper acquisition, access, use, transmission, sending, or disclosure; and

v. whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are required.

11. WRITTEN REPORT:

A. Contractor shall provide a written report of the investigation to the DSH Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, an estimation of cost for remediation, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

12. NOTIFICATION OF INDIVIDUALS:

A. Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. Notification shall be made in the most expedient time possible without reasonable delay. The DSH Program Contract Manager, DSH Chief Information Security Officer, and DSH Chief Privacy Officer shall approve the time, manner, and content of any such notifications and their review and approval must be obtained by Contractor before the notifications are made.

13. DSH CONTACT INFORMATION:

A. Contractor shall direct communications to the DSH Program Contract Manager, DSH Chief Information Security Officer, and DSH Chief Privacy Officer Contractor shall initiate contact as indicated herein. DSH reserves the right to make changes to the contact information below by giving written notice to Contractor. Said changes shall not require an amendment to the agreement between the parties to which it is incorporated.

DSH Contract Manager	DSH Chief Privacy Officer	DSH Chief Information Security Officer
See Exhibit A - Scope of Work for contact information	Chief Privacy Officer Office of Legal Services 1215 O Street, MS-5 Sacramento, CA 95814 Email: privacy.officer@dsh.ca.gov Telephone: 916-562-3721	Chief Information Security Officer Information Security Office 1215 O Street, MS-4 Sacramento, CA 95814 Email: iso@dsh.ca.gov and security@dsh.ca.gov Telephone: 916-654-4218

14. INTERNAL PRACTICES:

A. Contractor shall make Contractor's internal practices, books and records relating to the use and disclosure of DSH confidential information received from DSH, or created, maintained or received by Contractor, available to DSH or to the Secretary in a time and manner designated by DSH or by the Secretary, for purposes of determining DSH's compliance with HIPAA regulations.

15. EMPLOYEE TRAINING AND DISCIPLINE:

A. Contractor shall train and use reasonable measures to ensure compliance with the requirements of the agreement between DSH and Contractor by employees who assist in the performance of functions or activities under this agreement and use or disclose confidential information; and discipline such employees who intentionally violate any provisions of this agreement.

16. EFFECT OF TERMINATION:

A. Upon termination or expiration of the agreement between Contractor and DSH for any reason, Contractor shall return, at its sole expense, to DSH all confidential information within five (5) business days or as otherwise specified in the request or notice to return records or, if agreed to by DSH, destroy all confidential information received from DSH or created or received by Contractor on behalf of DSH, that Contractor still maintains in any form. Contractor shall retain no copies of DSH confidential information. However, if return or destruction is not feasible, Contractor shall continue to extend the protections and provisions of the agreement to such information, and limit further use or disclosure of such confidential information to those purposes that make the return or destruction of such confidential information infeasible. This provision shall apply to DSH confidential information that is in the possession of Contractor, its subcontractor(s), or its agent(s).

17. MISCELLANEOUS PROVISIONS:

A. DSH shall notify Contractor and Contractor shall notify DSH of restrictions on disclosures or the manner of confidential communications requested and agreed to by Contractor or DSH from an Individual to satisfy 45 C.F.R. section 164.522 (2021).

B. Assistance in Litigation or Administrative Proceedings. Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under the agreement with DSH, available to DSH at no cost to DSH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DSH, its directors, officers or employees for claimed violations of HIPAA, regulations or other laws relating to security and privacy based upon actions or inactions of Contractor and/or its subcontractors, employees, or agents, except where Contractor or its subcontractors, employees, or agents is a named adverse party.

C. No Third-Party Beneficiaries. Nothing expressed or implied in the terms and conditions of the agreement between Contractor and DSH is intended to confer, nor shall anything herein confer, upon any person other than DSH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

D. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA regulations and applicable federal and state laws. The parties agree that any ambiguity in the terms and conditions of the agreement between the parties shall be resolved in favor of a meaning that complies and is consistent with state and federal law, including HIPAA and the HIPAA regulations.

E. A reference in the terms and conditions of the agreement between DSH and Contractor to any HIPAA regulation relates to that section in effect or as amended.

F. The obligations of Contractor under this Exhibit E shall survive the termination or expiration of the agreement.

18. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS:

A. DSH may immediately terminate the agreement between Contractor and DSH if (a) Contractor is found liable in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (b) a finding or stipulation that Contractor has violated a privacy or security standard or

requirement of HIPAA, or other security or privacy laws made in an administrative or civil proceeding in which Contractor is a party.

19. TERMINATION FOR CAUSE:

A. In accordance with 45 C.F.R. section 164.504(e)(1)(ii) (2021), upon DSH's knowledge of a material breach or violation of this Exhibit by Contractor, DSH shall:

i. Provide an opportunity for Contractor to cure the breach or end the violation and terminate the agreement if Contractor does not cure the breach or end the violation within the time specified by DSH; or

ii. Immediately terminate the agreement pursuant to section 7 of Exhibit C of this Agreement, if Contractor has breached a material term of this Exhibit and cure is not possible.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-330

MEETING: August 6, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve a Three Year Agreement with Today is a New Day Recovery Home in the Amount of $201,000 for Sober Living Environments; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve a Three Year Agreement with Today is a New Day Recovery Home in the Amount of $201,000 for Sober Living Environments; 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, such as utilization of groups offered in the recovery community, traditional counseling services, and Heritage House.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The most recent agreement with Today is a New Day Recovery Home was approved by the Board of Supervisors on September 12, 2023, through Resolution No. 2023-486.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The need for residential care for substance-abuse clients remains strong for the upcoming fiscal 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. Today Is A New Day Agreement 2025

VOTE RESULT

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

Forsythe, District II Supervisor Poe

EXCUSED: District V Supervisor Miles Menetrey

AGREEMENT FOR SOBER LIVING ENVIRONMENT 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 Today is A New Day Recovery Home, 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. 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 authorized to execute such written approval on behalf of County based on Contractor's satisfactory performance.

2. SERVICES

Contractor shall perform sober living 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 $201,000 for the term of the agreement, $67,000 for the initial term of the agreement, and $67,000 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 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:
Today is A New Day Recovery Home

COUNTY:
County of Mariposa

9985A Ernst Road
Coulterville, CA 95311

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 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	Jerry Johnson, Owner Today is A New Day Recovery Home
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

Today is a New Day will provide sober living environment(s). The services provided to participants will include:

- Room and board
- CONTRACTOR will provide a family oriented sober living environment and ensure the housing is secure, safe, and alcohol and drug free.
- Peer counseling
- Family support
- Referrals to community partners
- Drug Court transportation
- Life skills training and support
- Hygiene needs
- Transportation to Mariposa County Behavioral Health for treatment services
- Employment and education support
- An opportunity to learn job skills in various fields
- Coordination of care with Probation and MCBHRS

CONTRACTOR will:

- Only accept county placements utilizing the County Referral process and official placement letter
- Ensure that services are provided to beneficiaries of the COUNTY which follow the laws of the State of California and in accordance with the rules and regulations of relevant Federal regulations.
- Provide the COUNTY with reports and documentation as requested within two weeks of request.
- Meet with MCBHRS no less than one time monthly for contract monitoring and programmatic progress.
- For each county placement, provide a monthly progress report to the Substance Use Disorder Supervisor.
- 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 seven days of request date of all persons served under this agreement.

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.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. 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

Today is a New Day Recovery Home, inclusive of all services and outlined in Exhibit A will be paid per bed utilized by MCBHRS clients. A monthly fee of $2,250 per person will be paid to Today is a New Day Recovery Home per bed. When clients do not receive services for an entire month, a daily rate of $75.00, prorated when appropriate, will be paid to Today is a New Day Recovery Home.

Contractor total amount not to exceed $201,000.

The rates may fluctuate up to 10% based on state rate effective on the date of services.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/14/2024

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
Van Wagner Agency
135 Crossways Park Drive
P.O. Box 9017
Woodbury NY 11797

License#: BR-1418528

CONTACT NAME:
PHONE (A/C, No, Ext): 800-735-1588 **FAX (A/C, No):** 888-290-0302
E-MAIL ADDRESS: vanwagnerinsurance@sterlingrisk.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great American Insurance Company	16691
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Today Is A New Day Recover Home
9985 A Ernst Road
Coulterville CA 95311

TODAISA-01

COVERAGES **CERTIFICATE NUMBER:** 1362669861 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	Y	Y	GLP 435-91-20-02	3/14/2024	3/14/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Abuse & Molestation	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
	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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability	Y	Y	GLP 435-91-20-02	3/14/2024	3/14/2025	Each Occurrence Aggregate	1,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The County of Mariposa, its officials, employees & volunteers are included as Additional Insured with respects to General Liability insurance is Primary and Noncontributory, and Waiver of Subrogation applies, when required by written contract per policy provisions, conditions, and exclusions.

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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GEICO

GEICO GENERAL INSURANCE COMPANY

Washington DC

VERIFICATION OF COVERAGE
(SEE BELOW UNDER CAUTIONARY NOTE)

MAILING ADDRESS
JERRY D JOHNSON AND BARBARA J
JOHNSON
9985 ERNST RD
COULTERVILLE CA 95311-9568

Policy Number: 4426480879
Effective Date: 02-09-24
Expiration Date: 08-09-24
Registered State: CALIFORNIA

To whom it may concern:
This letter is to verify that we have issued coverage under the above policy number for the dates indicated in the effective and expiration date fields for the vehicle listed. This should serve as proof that the below mentioned vehicle meets or exceeds the financial responsibility requirement for your state.

This verification of coverage does not amend, extend or alter the coverage afforded by this policy.

Vehicle Year: 2022
Make: CHEV
Model: TRAVERSE
VIN: 1GNEVGKW9NJ108059

COVERAGES	LIMITS	DEDUCTIBLES
Bodily Injury Liability Each Person/Each Occurrence State Minimum $15,000/$30,000	$1MIL/$1MIL	
Property Damage Liability State Minimum $5,000	$100,000	
Medical Payments	$5,000	
Uninsured & Underinsured Motorists Each Person/Each Occurrence	$500,000/$500,000	
Comprehensive (Excluding Collision)		$500 Ded
Collision		$500 Ded/Waiver

____ **Lienholder** ___ **Additional Insured** _X_ **Interested Party**

County Of Mariposa
Po Box 905
MANTECA, CA 95336

Additional Information:

Issue Date: 06-05-24

If you have any additional questions, please call 1-800-841-3000.

CAUTIONARY NOTE: THE CURRENT COVERAGES, LIMITS, AND DEDUCTIBLES MAY DIFFER FROM THE COVERAGES, LIMITS AND DEDUCTIBLES IN EFFECT AT OTHER TIMES DURING THE POLICY PERIOD. THIS VERIFICATION OF COVERAGE REFLECTS THE COVERAGES, LIMITS, AND DEDUCTIBLES AS OF THE ISSUED DATE OF THIS DOCUMENT WHICH IS SHOWN UNDER "ADDITIONAL INFORMATION" OR IF AN ISSUED DATE IS NOT SHOWN, THE DATE OF THIS FACSIMILE OR EMAIL.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/17/2024

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
Inszone Insurance Services, LLC
2721 Citrus Road, Suite A
Rancho Cordova CA 95742

License#: 0F82764

CONTACT NAME: Certificate Team
PHONE (A/C, No, Ext): 877-308-9663 **FAX (A/C, No):** 916-400-2625
E-MAIL ADDRESS: certs@inszoneins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Compensation Ins Fund	35076
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Today Is A New Day Recovery Home, Inc.
9985A Ernst Rd.
Coulterville CA 95311

TODAISA-01

COVERAGES **CERTIFICATE NUMBER:** 373078757 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A	Y	9342468-2024	7/13/2024	7/13/2025	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						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)
A waiver of subrogation applies in favor of The County of Mariposa, its officials, employees & volunteers where required by written contract per policy provisions, conditions, and exclusions.

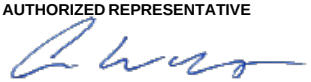
CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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ENDORSEMENT AGREEMENT

STATE COMPENSATION INSURANCE FUND

HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

WAIVER OF SUBROGATION
BLANKET BASIS

9342468-24
RENEWAL
NF
8-54-29-45

EFFECTIVE JULY 13, 2024 AT 12.01 A.M.
AND EXPIRING JULY 13, 2025 AT 12.01 A.M.

TODAY IS A NEW DAY RECOVERY HOME,
9985A ERNST RD
COULTERVILLE, CA 95311

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.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: JULY 16, 2024

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-331

MEETING:	August 6, 2024
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve Third Amendment to the Infant/Child Enrichment Services (ICES) Agreement Increasing Compensation by $25,000 for a New Amount Not to Exceed $250,000 for Child Care Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

RECOMMENDATION AND JUSTIFICATION

Approve Third Amendment to the Infant/Child Enrichment Services (ICES) Agreement Increasing Compensation by $25,000 for a New Amount Not to Exceed $250,000 for Child Care Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Health and Human Services Agency (HHSA) contracts with ICES for child care services for parents participating in the Welfare to Work program. The Department contracts with ICES for Stage One Child Care Services for CalWORKs/Temporary Assistance to Needy Families (TANF) recipients who are participating in an approved employment activity such as, but not limited to: employment, job search, and attending training or school. Stage One child care begins upon entry of a person into the CalWORKs assistance program, while Stage Two may begin when the County determines stability, or when a recipient is transitioning off aid. Stage Two child care is usually paid by ICES out of separate funding they receive. During the term of the current agreement, both parties have observed a demand for services greater than projected and would like to ensure that enough funds are in place to maintain continuity of services.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the current amendment with ICES on May 14, 2024, through Resolution No. 2024-183.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

In order to comply with Division 9 of the Welfare and Institutions Code, the HHSA Welfare to Work program must provide for paid child care to recipients participating in employment activities. Without the services of this contractor, the Agency would be challenged to provide child care services efficiently.

FINANCIAL IMPACT

There is no financial impact on the General Fund.

ATTACHMENTS

1. **ICES - 2024 (A03)**
2. **ICES 2024 (A02)**
3. **ICES - 2024 (A01)**
4. **ICES - 2024**

VOTE RESULT

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

THIRD AMENDMENT TO AGREEMENT FOR CHILD CARE SERVICES

THIS THIRD AMENDMENT TO AGREEMENT FOR CHILD CARE SERIVCES, 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 Infant/Child Enrichment Services, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated June 20, 2023, wherein Contractor agreed to provide child care services; and

WHEREAS, County and Contractor desire to amend said Agreement to change the compensation to be provided to Contractor;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 3, "COMPENSATION," and Exhibit B, are hereby amended to provide that an additional $25,000 will be added to the original amount of $225,000, making the total compensation paid to Contractor the not to exceed amount of $250,000.

Except as herein amended, the Agreement dated June 20, 2023, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA

_____
Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

_____
Chris Mackenzie, Executive Director
Infant/Child Enrichment Services, Inc.

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Form Revision Date: 02-26-24

DocuSign Envelope ID: 4D5FA081-0D9A-4523-95A3-7BE8B4F6A59F

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-183

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services/Interim County Administrative Officer

RE: Approve Second Amendment with Infant Child Enrichment Services (ICES) Increasing the Amount by $25,000, for a New Amount Not to Exceed $225,000, for Child Care Services: and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve Second Amendment with Infant Child Enrichment Services (ICES) Increasing the Amount by $25,000, for a New Amount Not to Exceed $225,000, for Child Care Services: and Authorize the Board of Supervisors Chair to Sign the Amendment.

Health and Human Services Agency (HHSA) contracts with ICES for child care services for parents participating in the Welfare to Work program. The Department contracts with ICES for Stage One Child Care Services for CalWORKs/Temporary Assistance to Needy Families (TANF) recipients who are participating in an approved employment activity such as, but not limited to: employment, job search, and attending training or school. Stage One child care begins upon entry of a person into the CalWORKs assistance program, while Stage Two may begin when the County determines stability, or when a recipient is transitioning off aid. Stage Two child care is usually paid by ICES out of separate funding they receive. During the term of the current agreement, both parties have observed a demand for services greater than projected and would like to ensure that enough funds are in place to maintain continuity of services.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the current amendment with ICES on December 5, 2023 through Resolution No. 2023-636.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

In order to comply with Division 9 of the Welfare and Institutions Code, the HHSA Welfare to Work program must provide for paid child care to recipients participating in employment activities. Without the services of this contractor, the Agency would be challenged to provide child care services efficiently.

FINANCIAL IMPACT

There is no financial impact on the General Fund.

ATTACHMENTS

1. **ICES - 2024 (A02) -- V3**

DS

DocuSign Envelope ID: 4D5FA081-0D9A-4523-95A3-7BE8B4F6A59F

2. **ICES - 2024 (A01) - Res. 2023-636-EXECUTED (A01)**
3. **ICES - 2024 - Res. 2023-335-EXECUTED (Orig)**

VOTE RESULT

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

DocuSign Envelope ID: 4D5FA081-0D9A-4523-95A3-7BE8B4F6A59F

SECOND AMENDMENT TO AGREEMENT FOR CHILD CARE SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR CHILD CARE SERVICES, is made and entered into this 14th day of May, 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Infant/ Child Enrichment Services, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated June 20, 2023 wherein Contractor agreed to provide child care services; and

WHEREAS, County and Contractor desire to amend said Agreement to change the compensation to be provided to Contractor;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 3, "COMPENSATION," and Exhibit B, are hereby amended to provide that an additional $25,000 will be added to the original amount of $200,000, making the total compensation paid to Contractor the not to exceed amount of $225,000.

Except as herein amended, the Agreement dated June 20, 2023 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:
Chris Makenzie
273F59BCBCF84B6...

Chris Mackenzie, Executive Director
Infant/Child Enrichment Services, Inc.

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7GA008A502E44EB...

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steven W Dahlem
F6A416F06B394BE...

Steven W. Dahlem
County Counsel

Form Revision Date: 02-26-24

DocuSign

Certificate Of Completion

Envelope Id: 4D5FA0810D9A452395A37BE8B4F6A59F
Status: Completed
Subject: Complete with DocuSign: 24-183 - ICES - 2024 (A02) -- V1.pdf
Source Envelope:
Document Pages: 3
Signatures: 4
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

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

Record Tracking

Status: Original
5/14/2024 3:47:57 PM
Holder: Mariposa Clerk of the Board
COBagreements@mariposacounty.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
Steven W Dahlem sdahlem@mariposacounty.org County Counsel Security Level: Email, Account Authentication (None)	DocuSigned by: Steven W Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 5/14/2024 3:49:40 PM Viewed: 5/14/2024 3:52:18 PM Signed: 5/14/2024 3:52:29 PM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Miles S Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair County of Mariposa Security Level: Email, Account Authentication (None)	DocuSigned by: Miles S Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 5/14/2024 3:52:30 PM Viewed: 5/14/2024 3:53:20 PM Signed: 5/14/2024 3:53:35 PM
Electronic Record and Signature Disclosure: Accepted: 2/16/2023 5:48:07 PM ID: 190c885b-38bf-47d2-91f4-909adbc5aa30		
Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 5/14/2024 3:53:36 PM Viewed: 5/14/2024 4:36:11 PM Signed: 5/14/2024 4:36:15 PM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
Chris Makenzie Chrism@icesagency.org Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: Chris Makenzie 273F59BCBCF84B6... Signature Adoption: Pre-selected Style Using IP Address: 50.192.219.9	Sent: 5/14/2024 4:36:16 PM Viewed: 5/14/2024 4:51:54 PM Signed: 5/15/2024 9:21:25 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 5/14/2024 4:51:54 PM ID: 0056d9e1-1022-46de-b520-df9647df4e49		
Contracts HHSA contractshhsa@mariposacounty.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 5/15/2024 9:21:27 AM Viewed: 5/15/2024 9:29:09 AM Signed: 5/15/2024 9:29:17 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/14/2024 3:49:40 PM
Certified Delivered	Security Checked	5/15/2024 9:29:09 AM
Signing Complete	Security Checked	5/15/2024 9:29:17 AM
Completed	Security Checked	5/15/2024 9:29:17 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact County of Mariposa:

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

To advise County of Mariposa of your new email address

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

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

To request paper copies from County of Mariposa

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

To withdraw your consent with County of Mariposa

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

DocuSign Envelope ID: EFF40875-5B31-40FF-B589-665F5CFD6FBC

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-636

MEETING: December 5, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve First Amendment to Agreement with Infant Child Enrichment Services (ICES) Increasing the Amount by $115,000 for A New Amount Not to Exceed $200,000 for Childcare Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to Agreement with Infant Child Enrichment Services (ICES) Increasing the Amount by $115,000 for A New Amount Not to Exceed $200,000 for Childcare Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Health and Human Services Agency (HHSA) contracts with ICES for child care services for parents participating in the Welfare to Work program. The Department contracts with ICES for Stage One Child Care Services for CalWORKs/Temporary Assistance to Needy Families (TANF) recipients who are participating in an approved employment activity such as, but not limited to: employment, job search, and attending training or school. Stage One child care begins upon entry of a person into the CalWORKs assistance program, while Stage Two may begin when the County determines stability, or when a recipient is transitioning off aid. Stage Two child care is usually paid by ICES out of separate funding they receive. During the term of the current agreement, both parties have observed a demand for services greater than projected and would like to ensure that enough funds are in place to maintain continuity of services.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the current agreement with ICES on June 20, 2023 through Resolution No. 2023-335.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

In order to comply with Division 9 of the Welfare and Institutions Code, the HHSA Welfare to Work program must provide for paid child care to recipients participating in employment activities. Without the services of this contractor, the Agency would be challenged to provide child care services efficiently.

FINANCIAL IMPACT

There is no financial impact on the General Fund.

ATTACHMENTS

1. **First Amendment - ICES Agreement 2024**

DS
C-HHSA

DocuSign Envelope ID: EFF40875-5B31-40FF-B589-665F5CFD6FBC

2. ICES - 2024 - Res. 2023-335-EXECUTED

VOTE RESULT

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

DocuSign Envelope ID: EFF40875-5B31-40FF-B589-665F5CFD6FBC

FIRST AMENDMENT TO AGREEMENT FOR CHILD CARE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR CHILD CARE SERVICES, is made and entered into this 5th day of December 2023, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Infant/ Child Enrichment Services, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated June 20, 2023, wherein Contractor agreed to provide child care services; and

WHEREAS, County and Contractor desire to amend said Agreement to change the compensation to be provided to Contractor;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional $115,000 will be added to the original amount of $85,000, making the total compensation paid to Contractor the not to exceed amount of $200,000.

Except as herein amended, the Agreement dated June 20, 2023 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA

DocuSigned by:
Miles Menetrey
B43EC70C19BE446...

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:
Chris Mackenzie,
273F59BCBCF84B6...

Chris Mackenzie, Executive Director
Infant/Child Enrichment Services

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steven W Dahlem
F6A416F06B394BF...

Steven W. Dahlem
County Counsel

DocuSign Envelope ID: 236DDF38-E4CB-4F03-BF76-489E9150B32D

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-335

MEETING:	June 20, 2023
TO:	The Board of Supervisors
FROM:	Joe Lynch, Director of Health and Human Services
RE:	Approve an Agreement with Infant Child Enrichment Services in the Amount of $85,000 for Child Care Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Infant Child Enrichment Services in the Amount of $85,000 for Child Care Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Health and Human Services Agency (HHSA) contracts with ICES for child care services for parents participating in the Welfare to Work program. The Department contracts with ICES for Stage One Child Care Services for CalWORKs/Temporary Assistance to Needy Families (TANF) recipients who are participating in an approved employment activity such as, but not limited to: employment, job search, and attending training or school. Stage One child care begins upon entry of a person into the CalWORKs assistance program, while Stage Two may begin when the County determines stability, or when a recipient is transitioning off aid. Stage Two child care is usually paid by ICES out of separate funding they receive.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board entered into an agreement with ICES in 1998 (Resolution 98-281) and has continued to renew this contract for services annually since that time.

The existing agreement was approved by the Board on May 24 2022 through Resolution 2022-314.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

In order to comply with Division 9 of the Welfare and Institutions Code, the HHSA Welfare to Work program must provide for paid child care to recipients participating in employment activities. Without the services of this contractor, the Agency would be challenged to provide child care services efficiently.

FINANCIAL IMPACT

This contract is budgeted in the FY2023-2024 budget for Human Services division with Health and Human Services Agency. There is no financial impact to the County's General Fund.

ATTACHMENTS

1. **ICES Agreement 2024**

DS
C-HHSA

DocuSign Envelope ID: 236DDF38-E4CB-4F03-BF76-489E9150B32D

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District IV Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District V Supervisor Forsythe, District II Supervisor Poe
ABSTAIN:	None

DocuSign Envelope ID: 236DDF38-E4CB-4F03-BF76-489E9150B32D

AGREEMENT FOR CHILD CARE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 21st day of June, 2023 by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County", and Infant/Child Enrichment Services, Inc hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2023 and terminate on June 30, 2024 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $85,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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(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.

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(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, resulting from all negligent or wrongful 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 wrongful 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.

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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:
Infant/Child Enrichment Services, Inc.
20993 Niagara River DR
Sonora, CA 95370

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

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12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

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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

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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

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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

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:
Chris Mackenzie
273F59BCBCF84B6...

Chris Mackenzie, Executive Director
Infant/Child Enrichment Services, Inc

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steve Dahlem
F6A416F06B394BF...

Steven W. Dahlem
County Counsel

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Exhibit A
SCOPE OF WORK

Infant/Child Enrichment Services (ICES) will be responsible for the following duties:

Provide child care information, education and training to Social Services Welfare to Work staff to ensure continuity of information and services to clients, as well as collaboration to support family success.

Devise and implement a mechanism that provides swift communication between Social Services staff and ICES staff that results in the best service for the client.

Provide orientations to parents (in group settings or in one-on-one) that include education on child care choices and assessing their child care needs, including all types of appropriate child care. Every effort will be made to have orientation in the language of the participant and will be adapted to meet any special learning needs of the participant.

Work with Social Services staff to develop forms that ensure family eligibility (i.e. income verification, need for care)

Meet with parent to develop family file, determine family needs, make referrals to child care, discuss parenting and/or child development concerns, as well as program participation requirements.

Contact child care provider to orient to program requirements and complete the child care agreement.

Provide on-going support and assistance to the parent and child care provider.

Work closely with the ICES Resource & Referral staff to implement Trustline procedure for license-exempt providers.

Maintain a waiting list for each Stage as well as other child care funding.

Transition parents between Stages I, II & III and other subsidized child care programs based on stability of their situation and funding, with the intent that families experience no break in their child care services due to a transition between Stages.

Receive all required documentation such as attendance and claim sheets, and institute payment process: tallying, verifying and authorizing warrant issuance to ICES fiscal department.

Pay child care provider within 15 days from receipt of claim for prior month service providing that paperwork is received in a timely and accurate manner.

Submit child care payment projection worksheets to the Health and Human Services Agency (HHSA) upon request.

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Submit billing statements to HHSA by the 30th of each month for reimbursement of program costs.

Advise HHSA of any apparent improper or fraudulent use of CalWORKs funds which may come to ICES attention.

Advise HHSA regarding ICES holidays and days office will be closed.

Complete and file all required CDE (California Department of Education) reports and provide a copy to HHSA. Submit information for DSS reports regarding Stage I funds expended to HHSA by the 10th of the following month.

Health and Human Services Agency will be responsible for the following duties:

Send referral to ICES staff to document the need for child care for applicable clients. The referral will include names and ages of children needing child care and the days and hours of child care to be subsidized.

Notify the ICES subsidy staff of changes that would affect a particular clients need for child care utilizing a mutually agreed upon form.

Provide ICES with an advancement of child care payments and administrative and support costs.

Reimburse ICES for services provided and billed under this agreement on a monthly basis by the 20th of the month.

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Exhibit B
COST PROPOSAL

COUNTY shall pay CONTRACTOR a maximum amount of Eighty Five Thousand Dollars ($85,000) for Stage One child care services, as established by AB 1542, provided to CalWORKs participants. This AGREEMENT is for child care paid in the months July 2023 through June 2024. Claims and reports are based on the "Cash Method" of accounting.

COUNTY will refer all CalWORKs participants needing child care in order to work or participate in approved training or work activities to CONTRACTOR. COUNTY will notify CONTRACTOR when client is no longer eligible for Stage One child care services.

CONTRACTOR will pay child care provider for Stage One services and transition to Stage Two, Stage Three or other programs when appropriate. The cost of child care reimbursement to providers must be within the regional market rate (RMR) (Education Code [EC] Section 8357) and may not exceed the fee charged to private clients for the same service (EC Section 8357[b]).

Compensation shall be based on Stage One child care funds expended by CONTRACTOR and shall include a 25% administrative fee to cover CONTRACTOR's administrative and child care program support costs. The administrative fee shall be calculated by multiplying the child care payments expended in the month by .25 to arrive at the administrative fee. The monthly claim will show both amounts.

COUNTY further agrees to provide CONTRACTOR with an advance payment of $15,000. Advance will be claimed by CONTRACTOR at an amount of $3,000 or more per month beginning with the February 2024 claim. Advance is expected to be paid back to COUNTY no later than June 30th .

CONTRACTOR can make payments in July to the child care providers for June (or earlier) services. CONTRACTOR will submit statements and claims to the Human Services Department by the 30th of each month indicating child care paid, administrative costs, and child care support costs. If the COUNTY owes CONTRACTOR for amount(s) outstanding, COUNTY will pay CONTRACTOR within 25 days. If CONTRACTOR owes COUNTY for amount(s) outstanding at end of Agreement period, CONTRACTOR will pay COUNTY within 25 days.

CONTRACTOR shall submit to COUNTY a year-end report of services rendered within 30 days after end of Agreement.

Expenditures incurred under this Agreement shall be included under CONTRACTOR's comprehensive annual audit.

CONTRACTOR shall maintain basic statutory Worker's Compensation and Unemployment Insurance for all employees working with the Scope of Work of this Agreement.

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VENDOR ASSURANCE OF COMPLIANCE WITH THE MARIPOSA COUNTY WELFARE DEPARTMENT

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT: Infant/Child Enrichment Services, Inc,

HEREBY AGRESS 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 ©, (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000-98413; (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 Regulation (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/RECIPIENT 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 work 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.

6/26/2023 | 11:55 AM PDT
DATE

DocuSigned by:
Chris Mackenzie
273F539BCBCF84B6...
DIRECTOR'S SIGNATURE

20993 Niagara River Drive Sonora, CA 95370
Address of vendor/recipient

CR50-Vendor Assurance of Compliance

DocuSign Envelope ID: 236DDF38-E4CB-4F03-BF76-489E9150B32D

ACORD

INFACHI-CL HDICKERSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/21/2023

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

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

PRODUCER	CONTACT NAME: Hi
George Petersen Insurance Agency, Inc. 2920 Bechelli Lane Redding, CA 96002	PHONE (A/C, No, Ext): (530) 244-9400 FAX (A/C, No): (530) 244-9444 E-MAIL ADDRESS: info@gpins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B : Oak River Insurance Company	34630
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Infant Child Enrichment Services, Inc.
20993 Niagra River Dr
Sonora, CA 95370

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:	X		PHPK2463837	9/17/2022	9/17/2023	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 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			PHPK2463837	9/17/2022	9/17/2023	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 $ 10,000			PHUB832283	9/17/2022	9/17/2023	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		INWC311343	10/1/2022	10/1/2023	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	Professional Liab			PHPK2463837	9/17/2022	9/17/2023	Aggregate	2,000,000
A	Professional Liab			PHPK2463837	9/17/2022	9/17/2023	Per Incident	1,000,000

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

Mariposa County it's elected & appointed officials, officers, employees, agents and volunteers are named as additional insured per the attached form PI-GLD-HS (10/11)

CERTIFICATE HOLDER

Mariposa County Department of Human Services
P.O. Box 99
Mariposa, CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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(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 Sub-paragraphs **(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.

j. Franchisor – Any person or organization with respect to their liability as the grantor of a franchise to you.

k. As Required by Contract – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations

l. Owners, Lessees or Contractors – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-332

MEETING:	August 6, 2024
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve an Agreement with the California Department of Social Services (CDSS) for the Provision and Receipt of Legal Services Associated with the Resource Family Approval (RFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with the California Department of Social Services (CDSS) for the Provision and Receipt of Legal Services Associated with the Resource Family Approval (RFA); and Authorize the Board of Supervisors Chair to Sign the Agreement.

The RFA program was created to provide unified, family friendly, and child-centered resource family approval process to replace multiple processes for licensing foster homes, approving relatives and non-relative extended family members as foster care providers, and approving adoptive families; establish a single set of standards for resource family approvals which allow for the safety, permanence, and well-being needs of the children who have been victims of abuse and neglect; reduce the use of congregate care placement settings; and decrease the length of time for each child to obtain permanency. Pursuant to Government Code section 30029.7, subdivision (a), the County and CDSS may enter into an agreement for CDSS to provide services or activities related to RFA. The County and CDSS have identified certain services or activities to be provided by CDSS in order to expedite the delivery of services to children and non-minor dependents who reside or may reside in an approved resource family home.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the Resource Family Approval Programs agreement on March 10, 2020 through Resolution Number 2022-111.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not approve the Agreement, Health and Human Services Agency will not be able to utilize the legal consultation services provided by CDSS.

FINANCIAL IMPACT

There will be no Financial impact.

ATTACHMENTS

1. California Department of Social Services 24-27

2. California Department of Social Services 24-27 Exhibits

VOTE RESULT

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

SCO ID: 5180-245035

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
24-5035	

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

CONTRACTING AGENCY NAME

County of Mariposa

CONTRACTOR NAME

California Department of Social Services

2. The term of this Agreement is:

START DATE

July 1, 2024

THROUGH END DATE

June 30, 2027

3. The maximum amount of this Agreement is:

$0 Zero Dollars and 00/100

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

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	14
	Exhibit A - Attachment 1	General Terms and Conditions	8
	Exhibit A - Attachment 2	Information Security Requirements	2
+ -	Exhibit A - Attachment 3	State of California Public Liability and Workers Compensation Insurance	1
+ -	Exhibit A - Attachment 4	State of California Automobile Liability/Physical Damage	1
+ -	Exhibit B	Budget Detail and Payment Provisions	2

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

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

CONTRACTOR

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

California Department of Social Services

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
744 P Street, M.S. 9-6-747	Sacramento	CA	95814

PRINTED NAME OF PERSON SIGNING	TITLE
Marvel Alder	SSM I, Non-IT Contracts

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

SCO ID: 5180-245035

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

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
24-5035	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
County of Mariposa			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
5362 Lemee Lane	Mariposa	CA	95338
PRINTED NAME OF PERSON SIGNING	TITLE		
Miles Menetrey			
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

This Agreement is entered into by and between the California Department of Social Services, hereinafter referred to as the CDSS, and the County of Mariposa, hereinafter referred to as the County, for the purpose of establishing the responsibilities of the CDSS and the County in the provision and receipt of Legal consultation and Legal representation in administrative action appeals as described within Section III of this Agreement, associated with the Resource Family Approval (RFA) program of the County child welfare services agency and the State of California, pursuant to California Welfare and Institutions Code section 16519.5 et seq. Hereinafter, the County and the CDSS may be referred to collectively as the "Parties," or individually as a "Party."

I. Background

The RFA program was created to provide a unified, family-friendly, and child-centered process to replace the multiple processes for licensing foster homes, approving relatives and nonrelative extended family members as foster care providers, and approving adoptive families; establish a single set of standards for approvals which allow for the safety, permanence, and well-being needs of the children who have been victims of child abuse and neglect; reduce the use of congregate care placement settings; and decrease the length of time for each child to obtain permanency. Pursuant to Government Code section 30029.7, subdivision (a)(3), the County and the CDSS may enter into an agreement for the CDSS to provide services or activities related to RFA. The County and the CDSS have identified legal services or activities to be provided by the CDSS in order to expedite the delivery of services to children and nonminor dependents who reside or may soon reside in a Resource Family (RF) home.

II. Definitions

A. "County" means the largest political division of the State having corporate powers, wherein the County's powers are exercised through its Board of Supervisors or through agents and officers acting under the authority of the Board or authority conferred by law (Govt. Code § 23000 et seq.). As used in this Agreement, the County includes agents, officers, directors, and County employees who conduct RFA activities on behalf of the County, as described in Welfare and Institutions Code section 16519.5 et seq.

B. "Resource Family Approval" or "RFA" program means the program wherein an applicant seeks to meet the home environment assessment and permanency assessment standards of the State of California as set forth by the CDSS, with an approval provided by the County.

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C. "Respondent" means an applicant, Resource Family parent, or individual who has been served with a Notice of Action and is the subject of an administrative action. For matters that shall be heard by the CDSS State Hearings Division, a "Respondent" also means a "claimant," as defined in the CDSS Manual of Policy and Procedures section 22-001.

D. "Written Directives" (WDs)[1] means the written processes, standards, and requirements issued by the CDSS to implement the RFA Program. (See WDs Section 3-01.) The WDs have the same force and effect as regulations; ensure that a county uses the same standards for RFA; and ensure that a county does not implement policies or procedures that conflict with or attempt to supersede the WDs. (WDs Section 2-01.)

III. Legal Consultation and Legal Representation on Appeals/State Hearings Division (SHD) and Office of Administrative Hearings (OAH)

A. Role of the CDSS Legal Division in the Provision of Legal Consultation and Legal Representation on Appeals:

1. The CDSS Legal Division shall act as the sole legal representative on behalf of the County in the provision of Legal consultations and Legal representation on appeals to an RFA Notice of Action. The County is the client and is the final decision maker on decisions affecting the legal rights of the County.

a. The Parties shall maintain confidentiality in all communications in accordance with any applicable confidentiality laws, privacy laws, and laws governing attorney-client relationships.

b. For purposes of this subdivision, "Parties" shall include agents of the County who conduct RFA activities as described in Welfare and Institutions Code section 16519.5 et seq. on behalf of the County. The County shall ensure that agents of the County who conduct such RFA activities on behalf of the County are familiar with any applicable confidentiality laws, privacy laws, and laws governing attorney-client relationships, including, but not limited to, Evidence Code section 952.

For the purposes of this Section, the County shall ensure that the agents, directors, officers, and employees of the County who conduct RFA activities on behalf of the County, are familiar with and follow

[1] Version 8 of the Written Directives was used as a reference in creating this Agreement. The Written Directives may be revised by the CDSS during the term of this Agreement and shall be in effect from the date of revision.

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applicable laws for privacy and confidentiality, as well as protect and maintain the confidential nature of the communications created by attorney-client relationships, including, but not limited to, Evidence Code section 952 and applicable case law.

2. Except as otherwise provided in this Section, the CDSS Legal Division shall represent the County on all appeals to an RFA Notice of Action for denial or rescission of RF approval, denial or rescission of a criminal record exemption, or exclusion of an individual, and shall appear on behalf of the County at all proceedings related to such actions that are heard by the SHD or the OAH. Nothing in this Section shall preclude a County representative from being present at a RFA hearing.

3. If the County chooses to represent itself on an appeal in an individual case, it shall not send a Statement of Facts as described in Section III(D) to the CDSS Legal Division to request representation and shall not seek legal advice or direction from the CDSS Legal Division. In those cases, the County hearing representative shall receive legal advice and direction from County Counsel or their designee. The CDSS Legal Division shall not provide legal representation or advice.

4. The Parties agree that the CDSS Legal Division's scope of work shall not include Legal consultation or Legal representation regarding the following:

   a. Writs or lawsuits or similar actions filed by or against the County, except that the CDSS Legal Division may be available to consult with the County on any such actions arising out of an RFA action as described herein;

   b. Requests for information or documents from the County such as Public Records Act requests or subpoenas issued to the County;

   c. Placement of a dependent child or nonminor dependent;

   d. Relative or non-relative extended family member approvals pursuant to the "*Harris"* case;

   e. Child Abuse Central Index grievance hearings;

   f. Dependency or delinquency matters;

   g. Assistance with issuing or serving an investigatory subpoena or warrant;

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h. Hearings or proceedings regarding jurisdictional disputes where no Notice of Action for denial or rescission of RF approval, or denial or rescission of a criminal record exemption, has been served;

i. Defending the County on a Temporary Suspension Order (TSO); and

j. Any other matter within the authority and direction of the County Counsel.

B. Duties of the County and the CDSS Legal Division Regarding Consultation:

1. In compliance with the WDs or regulations issued pursuant to Welfare and Institutions Code section 16519.5, the County is required to consult with legal counsel prior to service of a Notice of Action for denial or rescission of Resource Family approval, or denial or rescission of a criminal record exemption, and is required to consult with the CDSS Legal Division when recommending the exclusion of an individual.

2. Pursuant to this Agreement, Legal consultation for denials or rescissions for which the County seeks, the CDSS Legal Division representation shall be with the CDSS Legal Division, and not County Counsel.

3. The County may request a Legal consultation with the CDSS Legal Division regarding legal or evidentiary issues related to an investigation, family evaluation, or other matters affecting the approval.

4. If the County seeks a TSO against a Resource Family's approval, in addition to consulting with the CDSS Legal Division on the matter, the County shall consult with their County Counsel prior to service of a TSO. The County should follow its internal procedures for a RFA TSO.

5. Legal consultations shall not include technical assistance regarding program requirements or procedures, RFA implementation or statewide policies; these issues shall be referred to the CDSS RFA County Liaison, RFA Policy Analyst, or RFA Inbox.

6. The County shall work with the CDSS RFA County Liaison to schedule a regular monthly legal consult meeting, or as needed. If a matter is urgent, such as a situation warranting the immediate exclusion of an individual or a TSO, the County may contact their CDSS RFA County Liaison by phone, email, or in-person and request an urgent consult with their assigned CDSS Legal Division consulting attorney.

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7. Prior to a scheduled legal consult, the County shall obtain the evidence necessary to support the information contained in the Legal consultation memo related to the County's finding, position, or action requested.

8. The County shall prepare a confidential Legal Consultation Memo (LCM) for each matter upon which legal advice is sought through a consult with the CDSS Legal Division. A copy of the RFA LCM form can be obtained through the CDSS RFA County Liaison. Upon request, the CDSS RFA County Liaison shall provide technical assistance to the County regarding the program requirements or procedures including, but not limited to, family evaluations, RFA implementation, statewide policies, legal consult procedures, or how to draft the Notice of Action, LCM, or statement of facts. Both Parties shall maintain the confidentiality of all attorney-client communications, including the LCM.

9. Using a secure or encrypted format, or a secure file transfer protocol, the County shall send a properly completed LCM, the draft Notice of Action, as well as relevant attachments related to the request for consult including, but not limited to, investigations, court records, arrest reports, and a draft Written Report (if application denial). These documents shall be sent to the CDSS RFA County Liaison and the Consulting Attorney at least five (5) business days prior to the date of the regularly scheduled consult.

10. The consult meeting is an opportunity for the CDSS Legal Division Consulting Attorney and the CDSS RFA County Liaison to discuss the information in the LCM provided by the County with the appropriate County staff. Accordingly, the County should make its best efforts to have the assigned County RFA worker or probation officer, with knowledge of the facts described in the LCM, present at the consult. If the County RFA worker or probation officer cannot attend in person, the County RFA worker or probation officer should attend by teleconference. If that is not possible, the supervisor who is familiar with the facts of the matter shall attend.

11. If a matter to be discussed at the consult involves a recommendation for an exclusion action, a family evaluation conducted by the CDSS, an investigation conducted by the CDSS, or dual or multiple programs (e.g., RFA and a child care license), the County shall identify and request the appropriate CDSS RFA staff, CDSS adoptions staff, or CDSS Community Care Licensing Division (CCLD) staff to attend or teleconference into the consult.

    a. The County may request the assistance of the CDSS RFA County Liaison in arranging for the necessary CDSS staff to attend.

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b. The County and the CDSS shall share evidence and information regarding related investigations, assessments, or actions as required by the WDs.

c. Agents of the County who conduct activities as described in Welfare and Institutions Code section 16519.5 may be present during the portion of a consultation that is applicable to a matter for which the agent acted on behalf of the County, and for which the agent's presence is needed to discuss the information in the consult memo provided by the County. The County shall ensure that the agent of the County is aware of and complies with the confidentiality of the legal consult, the legal advice provided, and the confidentiality of any information shared, as required by law.

12. The CDSS Legal Division Consulting Attorney shall review the legal consult memo, the draft Notice of Action, and attachments, and shall advise the County regarding the Notice of Action, the proper hearing forum, and any other matter related to an investigation or proposed action. If the LCM or draft Notice of Action are incomplete, said attorney may return them to the County to complete them or refer the County to the CDSS RFA County Liaison for technical assistance.

13. The CDSS Legal Division Consulting Attorney shall document the legal advice in writing within three (3) to five (5) business days, or as agreed upon at the consult, and submit the documentation to the County and the CDSS RFA County Liaison. If the matter involves dual or multiple programs or an exclusion action, the CDSS Legal Division Consulting Attorney shall provide the relevant CCLD Regional Office staff (licensing action) or the CDSS RFA County Liaison (RFA exclusion action) with a copy of the consult memo and legal advice.

14. If the advice of the CDSS Legal Division Consulting Attorney is to proceed with an action that affects the approval, the County should notify the child(ren)'s placement worker, as applicable.

15. If the County fails to comply with the requirements of Section III(B), the County waives its right pursuant to this contract to have the CDSS Legal Division representation on the appeal.

C. County Duties Regarding Processing the Notice of Action and Appeal:

1. The County shall serve the Notice of Action in accordance with Welfare and Institutions Code section 16519.6 and the WDs or regulations. The County

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shall ensure the file contains adequate documentation regarding service of the Notice of Action to the correct address, such as certified mail receipts, and/or a proof of service in accordance with WDs, Article 12: Due Process.

2. If the matter includes an exclusion action or CCLD action, the County shall coordinate administrative actions, including service of the Notice of Action, notice of a related licensing action by CCLD, an exclusion order, or the filing of formal pleadings, with the CDSS. (WDs, Article 12.)

3. If an appeal is filed, the County is responsible to comply with the law, WDs, or regulations, and internal procedures including, but not limited to, the following:

   a. Date-stamp the appeal and envelope;

   b. Update the Notice of Action appeal status in the Administrative Action Records System (AARS);

   c. For OAH cases, immediately send the acknowledgment of appeal to Respondent and begin preparing the case for the CDSS Legal Division as described in paragraph D;

   d. Obtain a legal case number from the CDSS RFA County Liaison and add the legal case number to the Statement of Facts; and,

   e. For SHD cases, begin preparing the case to be sent to the CDSS Legal Division at the same time the appeal is forwarded to the SHD as described in paragraph D;

   f. Forward the appeal to the SHD by uploading the Notice of Action and appeal to the SHD's Appeals Case Management System (ACMS).

D. Preparing the Case to Send to the CDSS Legal Division After Receipt of an Appeal:

   1. To obtain the CDSS Legal Division's representation on an RFA appeal, the County shall prepare a Statement of Facts using the current versions of the following confidential attorney-client forms:

      a. Form RFA-9029: Statement of Facts Summary Sheet – Resource Family

      b. Form RFA-9029D: RFA Statement of Facts Dividers

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c. Form RFA-9029W: Witnesses Continuation

2. For SHD cases, the County shall prepare the Statement of Facts, a draft position statement, and copies of all approval file documents within five (5) to seven (7) business days of receipt of an appeal into AARS. The documents shall be sent electronically to the CDSS Legal Division by encrypted email or Secure File Transfer (in AARS) at the same time the appeal is forwarded to the SHD (WDs, Article 12). No later than ten (10) business days after receipt of appeal, upload appeal and Notice of Action only into ACMS. The County shall maintain the confidentiality of the attorney-client privileged Statement of Facts forms during any transmission of the forms or in any files maintained by the County. The County shall use the draft position statement template provided by the CDSS when drafting the position statement. The County shall comply with the WDs Section 10-05 related to retention of the RF File.

3. For OAH cases that involve a TSO or immediate exclusion action, the County shall prepare the Statement of Facts forms and copies of the RFA documents and evidence identified in the RFA 9029D: RFA Statement of Facts Dividers, and send to the CDSS Legal Division and the CDSS RFA County Liaison by encrypted email or Secure File Transfer within ten (10) business days of receipt of the appeal. Hard copies of the original documents shall also be sent by mail.

4. For all other OAH cases, the County shall prepare and send secure email to the CDSS RFA County Liaison the Statement of Facts Divider with forms and originals of all relevant documents within thirty (30) days of receipt of the appeal. The CDSS RFA County Liaison shall review the documents, provide any technical assistance necessary, and then forward to the CDSS Legal Division.

5. The County shall make its best efforts to obtain certified court and law enforcement or other relevant records prior to sending the case to the CDSS Legal Division. If certified records are received after the case has been forwarded, then the County shall forward the records to the CDSS Legal Division upon receipt.

6. Prior to finalizing the Statement of Facts, the County shall verify that the witness list contact information in Form RFA-9029: Witness List, is current and updated, including the current placement and placement worker information for any child or nonminor dependent victim or witness.

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E. Duties of the County and the CDSS Legal Division after the CDSS Legal Division Receives the Case:

1. Upon receipt of the case file, the CDSS Legal Division shall be responsible for the following:

   a. Logging the case into the Legal Case Tracking System and immediately assigning the case to a CDSS Legal Division Consulting Attorney.

   b. Preparing a new case memo identifying the Consulting Attorney and the Consulting Attorney's contact information, and emailing it to the County staff identified on the Statement of Facts and the CDSS RFA County Liaison.

2. The CDSS Legal Division Consulting Attorney shall review the complete file to determine if the evidence is sufficient to go forward with the requested administrative action. If not, the County shall be consulted, and the file may be closed without filing and sent back to the County for an informal resolution or to obtain more evidence.

3. For cases to be heard at SHD, the CDSS Legal Division Consulting Attorney shall review the draft Position Statement prepared by the County and work with the County to finalize it. Provided that the County provides the necessary and relevant information in a timely fashion, the CDSS Legal Division is responsible for filing the Position Statement and exhibits with the SHD. The County shall be responsible for making available to Respondent all relevant documents in the County's possession in accordance with the WDs. Prior to disclosure to Respondent, the County shall withhold or redact documents that are confidential or privileged, as required by law.

4. For cases to be heard at the OAH, the Consulting Attorney shall prepare, sign, and file the Accusation or Statement of Issues in accordance with the County's request in the Statement of Facts case summary and serve on the Respondent(s):

   a. A copy of the filed Accusation or Statement of Issues shall be provided to the County Child Welfare Director or Chief Probation Officer or designee.

   b. If there are any substantive changes to the allegations at issue that were identified in the Statement of Facts case summary provided by the County, the CDSS Legal Division shall consult the County Welfare

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Director, Chief Probation Officer, or designee, for approval prior to filing the Accusation or Statement of Issues.

c. A CDSS Legal Division attorney may sign an amended Accusation or Statement of Issues on behalf of the County, if the amendment is approved by the County Welfare Director, Chief Probation Officer or designee. The CDSS Legal Division shall file a copy of the amended pleading with the OAH, as applicable.

5. If a resolution is sought prior to hearing, the CDSS Legal Division shall discuss settlement options with the County, Respondent, CCLD or the CDSS Program if applicable, draft the settlement agreement, and supervise its finalization. The County shall have the final decision on whether to approve a settlement. If a Respondent seeks to withdraw the appeal or Notice of Defense, the CDSS Legal Division shall prepare a written withdrawal for Respondent to sign, and if the matter has been set for hearing, submit a copy to the Administrative Law Judge.

6. For OAH cases, the CDSS Legal Division shall prepare and serve documents on Respondent in accordance with Government Code sections 11507.5 and 11507.6.

7. While the RFA administrative action is pending, the County shall keep the assigned CDSS Legal Division Consulting Attorney informed of new developments that occur prior to the hearing (e.g., new arrests or new evidence), and of any changes in the Respondent's address or other contact information. The County shall timely forward any phone calls or correspondence from Respondent, their authorized representative, or the SHD, to the CDSS Legal Division Consulting Attorney.

8. The County shall assist the CDSS Legal Division, if necessary, in locating witnesses, with the service of subpoenas for appearance at hearing, and with the transportation of witnesses to the hearing. The County shall notify the assigned CDSS Legal Division Consulting Attorney if there are concerns about the testimony of a child or similarly vulnerable witness at hearing as specified in the WDs, Article 12. The County shall assist the CDSS Legal Division Consulting Attorney in providing information, or facilitating contact with, the witness's placement worker or treatment provider if a motion to protect the witness is determined to be necessary. The County shall provide for the use of one-way closed-circuit television or video in accordance with WDs, Section 12-16 (Conduct of Hearing; Confidentiality and Procedures), as applicable.

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9. The CDSS Legal Division shall represent the County at the prehearing conference, settlement conference, and hearing before the SHD or the OAH, and prepare any necessary motions, briefs, subpoenas, settlement documents, or other hearing documents, including those related to the County's withdrawal of a Notice of Action and defaults, as outlined in the WDs.

10. The County shall be responsible for the following hearing-related duties and costs, including but not limited to the following:

    a. Reserving hearing rooms;

    b. Interpreters;

    c. Court reporters;

    d. Witness and expert witness fees;

    e. Security, if it is determined by the CDSS Legal Division hearing attorney, the County, or an administrative law judge, that a threat exists to the health and safety of those persons attending a hearing;

    f. Obtaining records needed for hearing; and

    g. Other hearing-related costs.

11. Following the SHD or the OAH hearing, a proposed decision is adopted or rejected by the CDSS Director or designee. If the decision is rejected, the CDSS shall review the record and prepare the final decision and order in accordance with the established standard.

12. The CDSS shall serve the final decision and order on all parties, including the County.

13. The CDSS Legal Division may represent the County in a request for reconsideration of the decision and order, a request for rehearing, or a request to set aside a default decision and order. If a conflict of interest exists, then representation by the CDSS Legal Division shall be subject to the written consent of the parties and compliance with the Rules of Professional Conduct and Paragraph G of this Section.

14. The CDSS Legal Division shall update the statewide data system (i.e., AARS) with the final order or resolution.

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F. Conflict Resolution:

1. If the County and the CDSS Legal Division Consulting Attorney disagree with how to proceed on a matter, the matter shall be resolved as follows:

   a. The matter shall be elevated to the County RFA supervisor and the CDSS Legal Division attorney's supervisor to meet and confer to resolve the matter.

   b. If no agreement is reached, the matter shall be elevated to the next County supervisor or manager level, and for the CDSS Legal Division, to the Assistant Chief Counsel to meet and confer to resolve the matter.

   c. If still no agreement is reached, the matter shall be elevated to the Senior Assistant Chief Counsel and the equivalent County RFA program manager level to meet and confer to resolve the matter.

2. The County has the final decision on how to proceed on a matter, which shall be consistent with the CDSS Legal Division attorney's ethical duties regarding the minimum standards of evidence necessary to proceed with an action and the considerations identified below in Paragraph F.3. of this Section.

3. The resolution discussion shall include consideration of the minimum legal requirements for an action in the applicable statutes and WDs or regulations, any risks attendant to administrative litigation, including a negative outcome at hearing, any risks to the health and safety of a child or nonminor dependent that may be caused by a failure to take action, and the CDSS oversight responsibilities as mandated by law.

4. Nothing in this Section shall interfere with the Parties' termination rights and the right of the CDSS Legal Division to withdraw from representation pursuant to the terms of this Agreement or applicable law.

G. Professional Responsibility; Conflict of Interest in Representation

1. The County acknowledges that the attorneys within the CDSS Legal Division have an ethical and legal duty to avoid a conflict of interest or the appearance of a conflict of interest when providing legal services to the County.

2. Pursuant to the California Rules of Professional Conduct, the CDSS Legal Division's attorneys may not be permitted to represent a client when there is a conflict of interest. If applicable, the CDSS Legal Division attorney is required to take certain actions which may include, but are not limited to,

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(Standard Agreement)

withdrawal from representation for individual cases or obtaining informed written consent from each client for individual cases.

3. The Parties acknowledge that there exists an appearance of a conflict of interest, or an actual conflict of interest, due to the CDSS Legal Division representing both the CDSS and the County in administrative actions falling within the jurisdiction of both agencies. By the signing of this Agreement, the Parties are providing their written consent to the CDSS Legal Division's dual representation of both the CDSS and the County, where applicable.

4. In all other matters in which there exists an appearance of a conflict of interest, or an actual conflict of interest, the CDSS Legal Division Consulting Attorney shall report the conflict to the County in writing as soon as possible after discovering the conflict. Potential conflicts of interests that may arise in RFA matters include, but are not limited to, the following:

a. Dual program matters involving an RFA and licensing action in which the County and the CDSS disagree on how to proceed;
b. Conflicts regarding the CDSS oversight function over the County's RFA program;
c. Conflicts due to a lawsuit pending against the CDSS or the County; and,
d. A request by the County for reconsideration of a CDSS issued order.

H. Withdrawal from Representation

1. If a County fails to follow legal advice or fails to perform any of its duties as set forth in this Agreement, the CDSS Legal Division retains the right to withdraw on referred cases by sending a written notice identifying those case(s) from which it is withdrawing to the County, as specified in Exhibit A, Attachment 1, page 3, Paragraph O (Notices), subparagraphs 2 (United States Mail) or 3 (Facsimile).

2. The Parties acknowledge and agree that the CDSS Legal Division must decline or terminate representation on cases as required by the California Rules of Professional Conduct.

IV. In the event this Agreement expires or is terminated with open Legal consultations or Legal representation, the CDSS may complete such services in accordance with the terms in this Agreement.

V. Project Representatives for the CDSS and the County

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(Standard Agreement)

CDSS Program Representative:

Name:	Meryl Press
Title:	RFA Policy Analyst
Address:	744 P Street, MS 8-13-552 Sacramento, CA 95814
Phone:	(916) 651-9431
Email:	Meryl.Press@dss.ca.gov

Mariposa County Health and Human Services Representative

Name:	Britany Sturm
Title:	County Representative
Address:	5362 Lemee Lane PO Box 99 Mariposa, CA 95338
Phone:	(209) 742-0905
Email:	Bsturm@mariposacounty.org

Changes to the Project Representative information may be made by written notice to the other Party and shall not require an amendment to this Agreement.

VI. Authority to enter into this Agreement

Each Party entering into this Agreement represents the existence of the authority to enter into this Agreement on behalf of the named Party.

GENERAL TERMS AND CONDITIONS

A. Term

The initial term of this Agreement shall commence on July 1, 2024 and shall terminate on June 30, 2027 (the "**Initial Term**"). This Agreement may be renewed by written amendment on a year-to-year basis for each one-year renewal period, upon its commencement, to constitute part of the "**Term**" for all purposes hereunder.

B. Termination

1. Termination without Cause: Each Party reserves the right to terminate this Agreement at any time and for any reason upon provision of ninety (90) days' advance written notice to the other Party in accordance with paragraph O (Notices).

2. Termination for Cause: Each Party reserves the right to terminate the Agreement for cause. In addition, if either Party defaults under this Agreement, the agreement may be terminated by the non-defaulting Party effective upon provision of forty-five (45) days' advance written notice of termination provided to the defaulting Party in accordance with paragraph O (Notices).

3. Default Costs: In the event of termination of this Agreement due to a default by either Party, the non-defaulting Party shall not be liable for any costs incurred by the defaulting Party in connection with such termination.

4. Return of Materials: Upon the expiration or earlier termination of this Agreement, each Party shall return to the other Party any and all materials, equipment or documents provided by the other Party in connection with the activities governed by this Agreement within ten (10) business days of written demand therefor.

C. Ineligible for Federal Assistance

This Agreement is void or voidable if either Party receives reliable information that the other Party has been debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal agreements, certain sub-agreements, and certain Federal assistance and benefits.

D. Amendments

This Agreement may be modified, amended, or supplemented only by a written amendment, signed by a Representative from each Party, who has the authority to

GENERAL TERMS AND CONDITIONS

act on behalf of their respective Party. Each Party is responsible for obtaining the necessary approval(s) before entering into any amendment.

E. Time

1. Time is of the essence for the performance of the services of this Agreement. Each Party shall promptly comply with the terms of this Agreement and in the performance of the activities described in Exhibit A, Section III. If a Party is unable to comply with a term or requirement of this Agreement, it shall promptly notify the other Party's Project Representative of the inability to comply with the particular requirement or term.

2. Each Party to this Agreement shall devote such time to the performance of the activities described in Exhibit A as may be reasonably necessary for the satisfactory performance of the obligations of this Agreement.

3. The Party failing to meet the timelines described in the services in Exhibit A, Section III of this Agreement shall be responsible for any fees or costs imposed by the applicable law which result due to the other Party.

F. Default

Neither party shall be considered to be in default of this agreement to the extent the performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

G. Conflict of Interest

The Parties agree to enforce the requirements of the California Government Code, section 1090 et seq. and sections 87100 through 87105 to prevent a public officer or employee, including a subcontractor, from participating in an activity that would constitute a conflict of interest.

H. Nondiscrimination

The Parties shall not discriminate in the employment of persons necessary to perform this Agreement on any legally impermissible basis, including on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

1. The Parties represent that each is aware and shall follow: a) Title VII of the Civil Rights Act of 1964, including subsequent amendments (42 U.S.C.

GENERAL TERMS AND CONDITIONS

§ 2000e et seq.); b) the Age Discrimination Act of 1967 (29 U.S.C. § 621 et seq.); c) Title I of the Americans with Disabilities Act of 2008 (42 U.S.C. § 12101 et seq.); and d) the California Fair Employment and Housing Act (California Govt. Code, § 12900 et seq.), including the related regulations commencing at 2 CCR § 11006 et seq.

2. In the provision of services each Party shall be responsible for the actions of its employees, directors or officers so that employees and applicants for employment and any member of the public are free from any unlawful discrimination.

3. The Parties agree to include the non-discrimination and compliance provision of this paragraph in all sub-agreements, if any, to perform services under this Agreement.

I. Change in Statutes or Regulations

If there is a change of statute or regulations, including the Written Directives (WDs), applicable to the performance of this Agreement, both Parties agree to be governed by the new provisions, unless either party gives Notice to terminate pursuant paragraph O of this Agreement or identifies through written correspondence that the changes in law require negotiation of the responsibilities or terms of the Agreement.

J. Assignment

Except as specifically authorized within the Agreement, no rights may be assigned and no duties under this Agreement may be delegated by a Party without the prior written consent of the other, and any attempted assignment or delegation without such consent shall be void. Each successor or assignee of the applicable Party to this agreement shall be held jointly and severally liable under this agreement.

K. Responsibility of Project Representatives

All matters concerning the administration of this Agreement, which are within the responsibility of the Parties shall be under the direction of, or shall be submitted to, the respective Project Representative or the party's employee specified, in writing, by the Project Representative. A Party may, in its sole discretion, change its designation of its Project Representative upon providing written notice to the other Party at least ten (10) days prior to such change in accordance with paragraph O (Notices). The Project Representatives for the Parties are specified in the Exhibit A, Page 14, in Section V.

GENERAL TERMS AND CONDITIONS

L. Waiver

1. Any waiver shall be memorialized in writing and signed by the Project Representative of each Party. However, neither Party may waive provision or right in the Agreement that is a required act specified in the WDs.

2. The failure of either Party to enforce any right or provision of this agreement shall not be construed as a waiver by the other Party of its rights under the agreement and shall not prevent the other Party from subsequently enforcing such right or provision.

M. Cumulative Rights

The rights and remedies of the Parties herein are cumulative and are in addition to any other rights or remedies that the Parties may have at law or in equity.

N. Severability

Should any part, term, portion, or provision of this Agreement be finally decided by a court of competent jurisdiction to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the Parties intended to enter into in the first place.

O. Notices

A notice to the other Party in the administration of this Agreement shall be given to the Party's Project Representative by regular mail, by facsimile transmission, or by email as more particularly specified in this paragraph. Any such notice shall be deemed given on:

1. Personal Service: The day the notice is personally delivered to the Party's Project Representative.

2. United States Mail: Five days after the date the notice is deposited in the United States mail, addressed to a Party's Project Representative with first-class postage fully prepaid;

3. Facsimile: On the day the notice is transmitted by facsimile to the facsimile number specified in Section V, provided that an original of such notice is deposited in the United States mail, addressed to the Party's Project Representative on the same day as the facsimile transmission is made; or

GENERAL TERMS AND CONDITIONS

Email: On the day the notice is transmitted by email to the email address of the Party's Project Representative.

P. Compliance with Applicable Laws

The Parties shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the service specified in this agreement. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Agreement.

Q. Negotiated Agreement

This Agreement was negotiated between the Parties. Neither Party is deemed to be the Party which prepared this Agreement within the meaning of California Civil Code, section 1654.

R. Independent Advice

Each Party represents 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 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.

S. Information Subject to a Business Associate Agreement

The Parties agree to identify for the other Party protected health information in the records that was provided through a business associate agreement of a covered entity, as required by 42 U.S.C 1320d and its implementing regulations at 45 CFR Parts 142, 160, 162, and 164, collectively referred to as the Health Insurance Portability and Accountability Act Privacy Rule.

T. Conflicting Disclosure Laws

The Parties agree to follow the requirements of the law for the disclosure of confidential records. When in doubt as to whether a record in its possession should be disclosed or withheld, each Party agrees to contact its Legal Counsel for direction.

GENERAL TERMS AND CONDITIONS

U. Mailing of Confidential Information

The Parties may use the United States Postal Service to deliver records containing personal or confidential information to the other provided that the record(s) are double enveloped with the interior envelope identified as confidential with the name of the recipient of the mail on the interior envelope. Additionally, each shall require that the records being delivered shall only be delivered to the addressee with an acknowledgement of receipt. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

V. Transporting Records

The Parties agree that all records containing personal or confidential information shall be transported in a secure manner. When using a third party who is not a Party to this Agreement to transport records to the other Party, the Parties each agree to notify the other before sending records to the other containing personal or confidential information, as defined in law. Notice may be provided electronically, but receipt of the message must be confirmed before commencing the transport of the records to the other Party. Additionally, except for personal delivery by a representative of the Parties a bonded courier service shall be used. The records shall be securely double-enveloped or boxed with the interior envelope or box identified as confidential and properly addressed to the intended recipient/employee. Upon delivery, the courier shall obtain a signed acknowledgement of receipt from the entity receiving the documents. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

W. Indemnification

1. Claims Arising from Acts or Omissions of the County

   The County hereby agrees to defend and indemnify the CDSS, its agents, officers, and employees (hereinafter collectively referred to as the CDSS), from any claim, action or proceeding against the CDSS arising from the County's negligence in the performance of the services and activities of this Agreement, including omissions to act. At its discretion, the CDSS may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the County of any obligation imposed by this Agreement. The CDSS shall notify the County promptly of any claim, action or proceeding and cooperate fully.

2. Claims Arising from Acts or Omissions of the CDSS

   The CDSS hereby agrees to defend and indemnify the County, its agents, officers, and employees (hereinafter collectively referred to as the County), from any claim, action or proceeding against the County arising from the

GENERAL TERMS AND CONDITIONS

CDSS' negligence in the performance of the services and activities of this Agreement, including omissions to act. At its discretion, the County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the CDSS of any obligation imposed by this Agreement. The CDSS shall notify the County promptly of any claim action or proceeding and cooperate fully.

X. Relationship of the Parties

The CDSS is acting as a contractor for the delivery of the services; this is not a joint venture agreement between the Parties. It is understood by all Parties that this Agreement does not create an employer-employee relationship between the Parties. Each Party agrees that it shall not enter into agreements or make representations or promises on behalf of the other Party, except as identified in Exhibit A.

Y. Bankruptcy

The Parties shall immediately notify the other in the event that either ceases conducting business in the normal manner or becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business on assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of this state relating to insolvency or protection of the rights of creditors.

Z. Insurance Requirements

The CDSS is a self-insured public entity, which possesses the ability to cover liabilities, including general, professional, motor vehicle, and workers' compensation liabilities arising from or connection with the performance of services under this agreement by the CDSS, its employees, officers, or directors. Evidence of self-insurance is provided with Exhibit A, Attachment 3. Evidence of the CDSS' self-insurance for liabilities, from the use of motor vehicles includes owned, non-owned, and hired vehicles used by the CDSS employees in the performance of services, is provided with Exhibit A, Attachment 4.

AA. Title to Documents; Copyrights

The reports, forms and other materials produced by the CDSS pursuant to this Agreement are the property of the CDSS and shall not be subject to any copyright claimed by the County, its employees, subcontractors or agents. However, the County may use for administrative purposes completed materials developed or produced by the CDSS. Incomplete documents or projects may not be used without the prior written consent of the CDSS. Records, reports, or documents containing personal or confidential information shall not be used for any

GENERAL TERMS AND CONDITIONS

commercial purpose and shall not be copyrighted by either Party, including the employees, officers, directors, or agents of each Party.

BB. Venue

It is agreed by the Parties to this Agreement that, unless expressly waived by the CDSS, any action brought to enforce provisions of this Agreement for declaratory relief shall be filed and remain in a court of competent jurisdiction in the County of Sacramento in the State of California.

CC. Controlling Law

The validity, interpretation and performance of this Agreement shall be construed under the laws of the State of California, or when applicable federal law.

DD. Entire Agreement

This Agreement is the entire Agreement of the Parties for the performance of the services described in Exhibit A. There are no understandings or agreements pertaining to this Agreement except as are expressly stated in writing in this Agreement or in any document attached hereto or incorporated by reference. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, agreements, written, or oral, between the Parties.

Information Security Requirements

I. Information Security Incidents and/or Breaches

A. Discovery and Notification of Incidents and/or Breaches. The CDSS shall be responsible for facilitating the Incident and/or Breach response process as described in California Civil Code 1798.29(e), California Civil Code 1798.82(f), and SAM 5340, Incident Management. The CDSS shall notify the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer within one working day by telephone call and email upon the discovery of the Incident and/or Breach affecting the security of County Confidential, Sensitive, and/or Personal (CSP) Information if the County CSP was, or is reasonably believed to have been, acquired by an unauthorized person, or there is an intrusion, potential loss, or unauthorized use or disclosure of the County CSP is in violation of the Agreement, this provision, the law, or potential loss of the County CSP that is in violation of this Attachment 2. The CDSS shall take:

1. Prompt corrective action to mitigate any risks or damages involved with the Incident and/or Breach and to protect the operating environment;

2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

B. Isolation of System or Device. A system or device, containing County CSP, compromised by an Incident and/or Breach involving an exploitation of a technical vulnerability, shall be promptly disconnected from the CDSS' production environment with access to only individuals who are participating in the investigation, mitigation, and remediation of the Incident and/or Breach. Such system or device shall remain disconnected from the production environment until the risk from the exploited vulnerability has been adequately mitigated. The County must be contacted prior to placing the previously compromised system or device, containing County CSP, back in the production environment. The affected system or device, containing County CSP, shall not be returned to operation in the production environment until the County Information Security and/or Privacy Officer gives its approval.

C. Investigation of Incidents and/or Breaches. The CDSS shall promptly investigate such Incidents and/or Breaches.

D. Updates on Investigation. The CDSS shall provide regular (at least once a week) email updates on the progress of the Incident and/or Breach investigation to the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer.

E. **Written Report**. The CDSS shall provide a written report of the investigation to the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer within fifteen (15) working days of the discovery of the Incident and/or Breach. To the extent the CDSS has such information, the report shall include but not be limited to the following:

1. The CDSS point of contact information;

2. Description of what happened, including the date of the Incident and/or Breach and the date of the discovery of the Incident and/or Breach, if known;

3. Description of the types of County CSP that were involved, and the extent of the information involved in the Incident and/or Breach;

4. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed County CSP;

5. A description of where the County CSP is believed to have been improperly transmitted, sent, or utilized;

6. A description of the probable causes of the improper use or disclosure;

7. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered; and

8. Full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Incident and/or Breach.

F. **Notification of Individuals**. The CDSS shall notify individuals of the breach or unauthorized use or disclosure when notification is required under applicable state or federal law as determined by the County. The CDSS shall pay any costs of such notifications, as well as any costs associated with the breach. The CDSS Program Contract Manager and the County Information Security and/or Privacy Officer shall promptly approve the time, manner and content of any such notifications, and such approval shall not be unreasonably withheld.

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Governor Gavin Newsom

STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION INSURANCE
FISCAL YEAR JULY 1, 2024 / JUNE 30, 2025

To Whom It May Concern:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program (Gov. Code section 900, et. seq.) P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. File Government Claim for Eligible Compensation

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.). Report Vehicle Accident Involving State Employees

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

Sincerely,

Devon Lima-Mitchell, *Insurance Analyst*
Office of Risk & Insurance Management
California Department of General Services
devon.limamitchell@dgs.ca.gov

Non-Auto Claims: Government Claims Program | Tel 800.955.0045 | gcinfo@dgs.ca.gov
Auto Claims: Motor Vehicle Liability Self-Insurance Program | Tel 800.900.3634 | claims@dgs.ca.gov
Self-insurance Letter Requests: riskmanagement@dgs.ca.gov

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The maximum amount payable under this Agreement shall not exceed $0.00. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):

2024/25	$0.00
2025/26	$0.00
2026/27	$0.00

2. Continuation of Services

   In the event this Agreement expires or is terminated with open Complaint Investigations, Legal Consultations or Legal Representation on Appeals/SHD and OAH Hearings, CDSS may complete such actions in accordance with the terms of this Agreement.

B. State Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

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

C. For Contracts with Federal Funds

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

4. CDSS, at its option, may terminate this Agreement upon 30-days' notice, or to amend the Agreement to reflect any reduction in Federal funds.

D. Review

Each party reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Governor Gavin Newsom

STATE OF CALIFORNIA
AUTOMOBILE LIABILITY / PHYSICAL DAMAGE
FISCAL YEAR JULY 1, 2024 / JUNE 30, 2025

To Whom It May Concern:

Please accept this letter as certification that the State of California has elected to be self- insured for liability and physical damage arising out of the ownership, maintenance, and operation of land motor vehicles.
Under this program, the Office of Risk and Insurance Management administers liability claims arising out of the operation of the vehicle. Physical Damage to such vehicle may be reimbursed by the Employing State Agency in accordance with State Administrative Manual (SAM) sections 2420 and 4116.

Sincerely,

Devon Lima-Mitchell

Devon Lima-Mitchell | *Insurance Analyst*
Office of Risk and Insurance Management
California Department of General Services
Devon.LimaMitchell@dgs.ca.gov

EXHIBIT B
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2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-333

MEETING:	August 6, 2024
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve an Agreement with Berliner Cohen LLP in the Amount of $150,000 for Legal Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Berliner Cohen LLP in the Amount of $150,000 for Legal Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Berliner-Cohen will provide legal services in juvenile dependency and public guardian/conservatorship cases. County Counsel will determine when it is necessary for Berliner-Cohen to act for HHSA in juvenile dependency cases and any other matter County Counsel deems appropriate.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The agreement with Berliner-Cohen for the fiscal year 2023-2024 was approved through Resolution No. 2023-266 on May 16, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this contract is not approved, the workload for the County Counsel's office may be such that it creates process delays.

FINANCIAL IMPACT

There is no impact to the County General Fund.

ATTACHMENTS

1. Berliner Cohen LLP 2025

VOTE RESULT

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

AGREEMENT FOR LEGAL 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 Berliner Cohen LLP, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

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

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $150,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $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:
Berliner Cohen LLP
2844 Park Ave
Merced, CA 95348

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

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Kimberley G. Flores, Attorney at Law Berliner Cohen LLP
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
SCOPE OF WORK

Mariposa County Health and Human Services Agency is hiring the Contractor to provide legal services in juvenile dependency and public guardian/conservatorship cases and any other matter County Counsel deems appropriate. The Contractor will provide those legal services reasonably required to represent the County and will take reasonable steps to keep the County informed of any progress on any cases.

Exhibit B
COST PROPOSAL

Rate of Schedule

Kimberly G. Flores $250/hour
Paralegal (s) $150/hour

County will reimburse the cost of travel mileage accumulated by Contractor during this agreement. The reimburse rate for mileage is based on standard established by Internal Revenue Services. County will also reimburse the cost of hotel/lodging, meals, and training/conference registrations through advance approval by department supervisor and upon submission of original receipts.

The total cost is not to exceed $150,000.

BERLCOH-01 MINELLYMELENDEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/1/2024

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

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

PRODUCER	CONTACT NAME:	
NFP Property & Casualty Services, Inc. 160 West Santa Clara Street Suite 575 San Jose, CA 95113	PHONE (A/C, No, Ext): (408) 792-5400	FAX (A/C, No): (408) 792-3670
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Citizens Insurance Company of America	31534
INSURER B : Massachusetts Bay Insurance Company	22306
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Berliner Cohen LLP
Ten Almaden Blvd., 11th Floor
San Jose, CA 95113-2233

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	X		OBF-A602953-10	4/1/2024	4/1/2025	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:						Hired Non Owned	$ Included
A	AUTOMOBILE LIABILITY							
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS			OBF-A602953-10	4/1/2024	4/1/2025	BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR							
	X EXCESS LIAB CLAIMS-MADE			OBF-A602953-10	4/1/2024	4/1/2025	EACH OCCURRENCE	$ 5,000,000
	DED X RETENTION $ 0						AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		WZF-A602950-11	4/1/2024	4/1/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Professional Service Agreement; File No.: 23315-005 - Per Written Contract/Agreement with the Named Insured.
Mariposa County Human Services Department is named Additional Insured as respects to General Liability per form 391-1006 08 16 attached.
Form CIR attached.

CERTIFICATE HOLDER

Mariposa County
Human Services Department
P.O. Box 99
Mariposa, CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Minelly P. Melendez

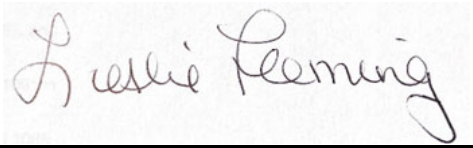
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CERTIFICATE OF INSURANCE

Number 5411

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend or alter the coverage afforded by the policy described below.

INSURED:	Berliner Cohen Ten Almaden Boulevard, 11th Floor San Jose, CA 95113-2233
INSURER:	See attached list of Quota Share Insurers
COVERAGE:	This is to certify that the policy of insurance listed below has been issued to the Insured named above for the 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 policy described herein is subject to all terms, exclusions and conditions of such policy. The limit shown may have been reduced by paid claims.
TYPE OF INSURANCE:	Lawyers Professional Liability
POLICY NUMBER:	IP-0000-10/2024
POLICY PERIOD:	July 1, 2024 to July 1, 2025 (12:01 a.m.)
LIMIT:	A minimum of $1,000,000 per claim and in the aggregate including defense costs excess of a self-insured retention of $500,000. See attached schedule.
CANCELLATION:	Should the above described policy be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named below. Failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.
CERTIFICATE HOLDER:	County of Mariposa P.O. Box 99 Mariposa, Ca 95338
ISSUED BY:	Attorneys Insurance Mutual Risk Retention Group, Inc.
DATE ISSUED:	July 01, 2024

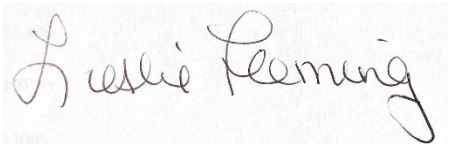


AUTHORIZED REPRESENTATIVE
Amethyst Captive Insurance Solutions, Inc.

CERTIFICATE OF INSURANCE

Attachment to Certificate No. 5411

Layer	Limit	Insurer
Primary	$1 million each claim and in the aggregate	MSIG Specialty Insurance USA Inc., Evanston Insurance Co., Aspen Specialty Insurance Co., Lloyd's Underwriter Syndicate No. 4000 ("Hamilton"), Liberty Mutual Insurance Europe Ltd. SE, Lloyd's Insurance Co. S.A. BEA 4242 ("Munitus"), Attorneys Insurance Risk Retention Group, Inc., Aon Client Treaty, Starr Surplus Lines Insurance Company, Castel Underwriting Agencies Ltd, each for their respective percentages.



AUTHORIZED REPRESENTATIVE
Amethyst Captive Insurance Solutions, Inc.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-334

MEETING: August 6, 2024

TO: The Board of Supervisors

FROM: Ryan Oliphant, Chief Probation Officer

RE: Approve Third Amendment to Memorandum of Understanding (MOU) with the County of Tuolumne for the Placement and Detention of Mariposa Youth at the Motherlode Regional Detention Facility (MRDF); and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve Third Amendment to Memorandum of Understanding (MOU) with the County of Tuolumne for the Placement and Detention of Mariposa Youth at the Motherlode Regional Detention Facility (MRDF); and Authorize the Board of Supervisors Chair to Sign the Amendment.

The program has received state-wide recognition for its ability to protect the community while offering services that are evidence-based and proven to successfully return youth back to their families and for them to remain law-abiding.

Mariposa County has the need to continue contracting for one guaranteed detention bed per day, as was done with Amendment # 1, which ended 04/30/22 and Amendment #2, which ends 06/30/24. The funding for Amendment #3 to the original MOU will allow the Probation Department to utilize Tuolumne Regional Detention Facility when needed.

Having a facility close to Mariposa with youth that have similar needs to our youth, is a benefit to Mariposa County now and in the future.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors has been supportive of keeping Mariposa youth that need to be detained as close to our community and their families as possible. In the first Amendment, Resolution 2020-450 and the second Amendment, 2022-431, the Board approved funding a guaranteed bed for 2021 through June 30, 2024.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this addendum is not approved, Mariposa County Probation could have difficulty finding a detention program close to Mariposa with the type of programs that Tuolumne has provided successfully for local youth.

FINANCIAL IMPACT

There is no impact to the General Fund for the contracted bed as costs were included in the 2024-2025 associated budgets for juvenile detention, however should the need arise for additional non-contracted juvenile hall beds, this will impact general fund 1001-223.

ATTACHMENTS

1. **Amendment 3-Mariposa Co. MLRJDF Placement**
2. **Resolution Tuolumne Co. Juv Hall Contract 2020**
3. **Resolution Tuolumne Co Juvenile Hall 2022**
4. **Agreement_2022-431**

VOTE RESULT

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

AMENDMENT #3 TO
MEMORANDUM OF UNDERSTANDING
FOR
PLACEMENT OF MARIPOSA COUNTY DETAINED JUVENILES AT THE
MOTHER LODE REGIONAL JUVENILE DETENTION FACILITY

This Amendment #3 ("Amendment #3") is entered into this _____ day of _____, 2024 by and between the County of Tuolumne ("County") and the County of Mariposa ("Agency").

WHEREAS, on August 23, 2017, the County and the Agency entered into a Memorandum of Understanding ("MOU") for the placement of Agency's detained juveniles at the County's Mother Lode Regional Juvenile Detention Facility ("Facility"); and

WHEREAS, on July 1, 2020, the Agency, in recognition of the Facility's role as a regional resource for high needs rural youth, provided $100,000.00 to offset the operational costs of the Facility in Fiscal Year 2020/2021 (Amendment #1); and

WHEREAS, on July 1, 2020, the County and the Agency amended the Services outlined in the MOU (Amendment #1); and

WHEREAS, on July 1, 2020, the County and the Agency amended the MOU (Amendment #1) to extend the term for the period of July 1, 2020, through April 30, 2022; and

WHEREAS, on May 1, 2022, the County and the Agency amended the MOU (Amendment #2) to extend the term for the period of May 1, 2022, through June 30, 2024; and to amend the payment terms; and

WHEREAS the County and Agency desire to amend the term of the MOU effective July 1, 2024, through June 30, 2025, and to amend the payment terms described therein; and

NOW THEREFORE, THE COUNTY AND THE AGENCY AGREE as follows:

1. Section 2. TERM is amended to read as follows:

   The term of Amendment #3 to this MOU shall commence on July 1, 2024, and terminate on June 30, 2025, unless extended as provided by this MOU.

2. Section 2. TERM, B. PAYMENT is amended to read as follows:
   i. Board and Care July 1, 2024 – June 30, 2025: Agency shall pay County for the costs of board and care for each juvenile placed at the Facility under this MOU per each 24-hour period or portion thereof at the following rates:
      a. $185.00 per day per bed for one (1) guaranteed bed per month
         i. Minimum annual payment of $67,525.00, in twelve (12) equal installments of $5,627.08 invoiced monthly.

b. $225.00 per day per bed for additional bed(s) beyond the one (1) bed per month minimum, on a space available basis, invoiced monthly.
c. Any other unanticipated and/or extraordinary costs directly attributed to any of the Agency's juveniles placed in the County's Facility not covered by this MOU (including those in guaranteed beds) will be the responsibility of the Agency, and will be billed directly where possible, or billed on the monthly invoice. County will advise Agency as early as possible regarding any anticipated or incurred expenses to the best of their ability.
d. Rates are subject to change by the County's Chief Probation Officer upon provision of thirty (30) days advance written notice to the Agency of said change.

3. Except as amended herein, all other terms and conditions of the MOU shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment #3 as of the date written above.

COUNTY OF TUOLUMNE	COUNTY OF MARIPOSA
By: Tracie Riggs County Administrative Officer	By: Miles Menetrey Board Chair
By: Dan Hawks Chief Probation Officer	By: Ryan Oliphant Chief Probation Officer
APPROVED AS TO LEGAL FORM: By: Maria Sullivan Deputy County Counsel	APPROVED AS TO LEGAL FORM: By: Steven Dahlem County Counsel

MARIPOSA COUNTY

Probation · (209) 966 3612

RESOLUTION - ACTION REQUESTED 2020-450

MEETING: July 28, 2020

TO: The Board of Supervisors

FROM: Pete Judy, Chief Probation Officer

RE: Ratify MOU with County of Tuolumne and Mariposa County for Youth in Need of Detention

---

RECOMMENDATION AND JUSTIFICATION:
Ratify the Signature of the Chief Probation Officer for a Memorandum of Understanding (MOU) with the County of Tuolumne for the Placement and Detention of Youth at the Motherlode Regional Detention Facility.

Mariposa County has been operating since August 23, 2017 under an MOU signed by officials in Tuolumne County and the Chief Probation Officer for Mariposa County. A process error forwarded the document back to Tuolumne County with only the Chief Probation Officer of Mariposa County's signature. Since there is a request to make an addendum to the 2017 MOU before the Board today, it is necessary to have the Board ratify the original MOU.

Historically Mariposa County has not had MOU's with all of the counties that have provided detention services for the county. This is due to our low need for those services and were provided on availability by various counties and invoiced on a case by case basis. The Mariposa Juvenile Hall budget has a line item for detention services that is approved each year by the Board and detention services invoiced are paid to that line item.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved MOU's with other counties in California for the detention of Mariposa youth.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Tuolumne County could refuse to detain Mariposa youth. Since it is a facility with a stellar operational plan and services we would be forced to seek an alternative detention facility that might be further away from Mariposa and or have programming less sutible for the needs of our youth.

FINANCIAL IMPACT:
There is no impact to the general fund.

ATTACHMENTS:

Resolution - Action Requested 2020-450

MOU with Tuolumne (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

RES. NO. 20-450

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF TUOLUMNE
AND
THE COUNTY OF MARIPOSA
FOR
The Placement of Mariposa County Detained Juveniles at the Motherlode Regional Juvenile Detention Faculty.

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this *23rd* day of *August, 2017*, by and between the County of Tuolumne, a Political Subdivision of the State of California, ("County"), and the County of Mariposa, ("Agency").

WITNESSETH:

WHEREAS, Tuolumne County has established a Juvenile Detention Facility designed for the reception and temporary care of minors pursuant to Title 15 of the California Code of Regulations and detailed in accordance with the provisions of the California Welfare and Institutions Code; and

WHEREAS, Agency wishes to house juveniles detained in The Motherlode Regional Juvenile Detention Facility ("Facility") and Tuolumne County wishes to provide available beds to Agency, as needed and available.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

1. **PURPOSE**

   The purpose of this MOU is to provide secure detention beds as available to Agency at the Motherlode Regional Juvenile Detention Facility in Tuolumne County.

2. **TERM**

   The term of this MOU shall commence on the execution date first herein written above and continue until terminated per section 3 below.

   A. SERVICES

      i. Tuolumne County shall provide beds in its Facility for Agency to utilize as needed, if beds are available. The beds will be provided on a space available basis as determined by the Tuolumne County Chief Probation Officer in his or her sole discretion.

      ii. All Agency minors accepted for placement and placed in the Facility shall receive the same accommodations and services as provided to Tuolumne

v. Education: Agency shall reimburse Tuolumne County for any and all costs of schooling or education not compensated for by the State of California. The cost of regular school expenses is included in the per diem rate.

vi. Billing and Payments: Agency shall pay Tuolumne County within thirty (30) days after receiving notice of payment due. Payment shall be made out to Tuolumne County Probation and mailed to:

Tuolumne County Probation
Attention Business Manager
465 South Washington Street
Sonora, CA 95370

C. TRANSPORTATION

i. Agency shall be responsible for providing transportation of the minors between Agency and the Facility. In the event Agency fails to provide transportation for a minor from Tuolumne County to Agency within the time frame requested by Tuolumne County, then Tuolumne County shall transport the minor to Agency and Agency shall be responsible for payment of all costs incurred by Tuolumne County for such transportation.

ii. Tuolumne County provides routine transportation for each Agency minor for the purposes of medical, mental health, dental, or other appropriate care within Tuolumne County. The costs of such transportation are included in the per diem rate.

D. REMOVAL OF MINORS.

i. Agency shall promptly remove any minors placed in the Facility upon sole determination of the Tuolumne County Chief Probation Officer, or his or her designee, that the effective operation of the Facility requires removal of the minor.

E. COURT DOCUMENTATION:

i. Agency shall be responsible for providing confirmed Court orders committing minors to the Detention Facility, dispositional reports committing minor to the Facility, and consent to medical treatment signed by a parent/legal guardian/Juvenile Court Judge to Tuolumne County staff at the at the time of booking.

3. TERMINATION

This MOU may be terminated by either party upon the giving of thirty (30) days advance written notice of an intention to terminate.

10. NO THIRD PARTY BENEFICIARIES

The County and Agency agree it is their specific intent that no other person or entity shall be a party to or a third party beneficiary of this MOU or and attachment or addenda to this MOU.

11. INDEMNIFICATION

Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.

12. NOTICE

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

AGENCY:
Chief Probation Officer
County of Mariposa
P.O. Box 76
Mariposa, CA 95338
Fax: (209) 742-5961

COUNTY:
Chief Probation Officer
County of Tuolumne
2 South Green Street
Sonora, CA 95370
Fax: (209) 533-5510

13. PUBLIC RECORDS ACT

Agency is aware that this MOU and any documents provided to the 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 the Agency to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the 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 MOU contains the entire agreement of the parties relating to the subject matter of this MOU and supersedes all prior agreements and representations with respect to the subject matter hereof. This MOU 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 MOU and any exhibit, the terms of this MOU shall control.

15. ENFORCEABILITY AND SEVERABILITY

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

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the day and year first herein above written.

COUNTY: Tuolumne Craig Pedro, County Administrator	**AGENCY:** Pete Judy, Chief Probation Officer
Linda Downey Linda Downey , Chief Probation Officer	County of Mariposa Kevin Cann, Chair, Board of Supervisors
APPROVED AS TO LEGAL FORM: Sarah Carrillo, County Counsel	APPROVED AS TO LEGAL FORM: Steve Dahlem, Mariposa County Counsel

MARIPOSA COUNTY

Probation · (209) 966 3612

RESOLUTION - ACTION REQUESTED

MEETING: July 19, 2022

TO: The Board of Supervisors

FROM: Pete Judy, Chief Probation Officer

RE: Amendment #2 to MOU with Tuolumne County and Mariposa County for Youth in Need of Detention

---

RECOMMENDATION AND JUSTIFICATION:
Approve the Second Amendment to Memorandum of Understanding with the County of Tuolumne for the Placement and Detention of Mariposa Youth at the Motherlode Regional Detention Facility (MRDF); and Authorize the Board of Supervisors Chair to Sign the Amendment.

The program has received state wide recognition for its ability to protect the community while offering services that are evidenced based and proven to successfully return youth back to their families and for them to remain law abiding.

Mariposa County has the need to continue contracting for one guaranteed detention bed per day as was done with Amendment #1 that ended on April 30,2022. Approving Amendment #2 to the original MOU will allow the Probation Department to utilize Tuolumne Regional Detention Facility when needed.

Having a facility close to Mariposa with youth that have similar needs to our youth, is a benefit to Mariposa County now and in the future.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The BOS has been supportive of keeping Mariposa youth that need to be detained as close to our community and their families as possible. In Amendment #1 the Board Approved funding a guaranteed bed for 2021 until April of 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this addendum is not approved Mariposa County Probation could have difficulty finding a detention program close to Mariposa with the type of programs that Tuolumne has provided successful for local youth.

FINANCIAL IMPACT:
There is no Impact to the General Fund as costs were included in the 2021-22 and 2022-23 associated budgets for juvenile detention.

ATTACHMENTS:
MLRJDF Placement MOU-Mariposa Co. 2017 (PDF)
Amendment # 2 5-1-22 to 6-30-24 (PDF)

REF ID# 13155

MARIPOSA COUNTY

Probation · (209) 966 3612

RESOLUTION - ACTION REQUESTED 2022-431

MEETING: July 19, 2022

TO: The Board of Supervisors

FROM: Pete Judy, Chief Probation Officer

RE: Amendment #2 to MOU with Tuolumne County and Mariposa County for Youth in Need of Detention

---

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Approve the Second Amendment to Memorandum of Understanding with the County of Tuolumne for the Placement and Detention of Mariposa Youth at the Motherlode Regional Detention Facility (MRDF); and Authorize the Board of Supervisors Chair to Sign the Amendment.

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FINANCIAL IMPACT:
There is no Impact to the General Fund as costs were included in the 2021-22 and 2022-23 associated budgets for juvenile detention.

ATTACHMENTS:
MLRJDF Placement MOU-Mariposa Co. 2017 (PDF)
Amendment # 2 5-1-22 to 6-30-24 (PDF)

REF ID# 13155

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

RES. NO. 22-431

AMENDMENT #2 TO MEMORANDUM OF UNDERSTANDING FOR PLACEMENT OF MARIPOSA COUNTY DETAINED JUVENILES AT THE MOTHER LODE REGIONAL JUVENILE DETENTION FACILITY

This Amendment #2 ("Amendment #2") is entered into this 19th day of July, 2022 by and between the County of Tuolumne ("County") and the County of Mariposa ("Agency").

WHEREAS, on August 23, 2017, the County and the Agency entered into a Memorandum of Understanding ("MOU") for the placement of Agency's detained juveniles at the County's Mother Lode Regional Juvenile Detention Facility ("Facility"); and

WHEREAS, on July 1, 2020, the Agency, in recognition of the Facility's role as a regional resource for high needs rural youth, provided $100,000.00 to offset the operational costs of the Facility in Fiscal Year 2020/2021 (Amendment #1); and

WHEREAS, on July 1, 2020, the County and the Agency amended the Services outlined in the MOU (Amendment #1); and

WHEREAS, on July 1, 2020, the County and the Agency amended the MOU (Amendment #1) to extend the term for the period of July 1, 2020, through April 30, 2022; and

WHEREAS, the County and Agency desire to amend the term of the MOU effective May 1, 2022, through June 30, 2024, and to amend the payment terms described therein; and

NOW THEREFORE, THE COUNTY AND THE AGENCY AGREE as follows:

1. Section 2. TERM is amended to read as follows:

   The term of Amendment #2 to this MOU shall commence on May 1, 2022 and terminate on June 30, 2024, unless extended as provided by this MOU.

2. Section 2. TERM, B. PAYMENT is amended to read as follows:
   i. Board and Care May 1, 2022 – June 30, 2022: Agency shall pay County for the costs of board and care for each juvenile placed at the Facility under this MOU per each 24-hour period or portion thereof at the following rates:
      a. $150.00 per day per bed for one (1) guaranteed bed per month
      b. $175.00 per day per bed for additional bed(s) beyond the one (1) bed per month minimum, on a space available basis, invoiced for May 2022 and June 2022.
      c. Any other unanticipated and/or extraordinary costs directly attributed to any of the Agency's juveniles placed in the County's Facility not covered by this MOU (including those in guaranteed beds) will be the responsibility of the Agency, and will be billed directly where possible, or billed on the monthly invoice.

County will advise Agency as early as possible regarding any anticipated or incurred expenses to the best of their ability.

ii. Board and Care July 1, 2022 – June 30, 2024: Agency shall pay County for the costs of board and care for each juvenile placed at the Facility under this MOU per each 24-hour period or portion thereof at the following rates:

a. $175.00 per day per bed for one (1) guaranteed bed per month
    i. Minimum annual payment of $63,875, in twelve (12) equal installments of $5,322.91 invoiced monthly.
b. $210.00 per day per bed for additional bed(s) beyond the one (1) bed per month minimum, on a space available basis, invoiced monthly.
c. Any other unanticipated and/or extraordinary costs directly attributed to any of the Agency's juveniles placed in the County's Facility not covered by this MOU (including those in guaranteed beds) will be the responsibility of the Agency, and will be billed directly where possible, or billed on the monthly invoice. County will advise Agency as early as possible regarding any anticipated or incurred expenses to the best of their ability.
d. Rates are subject to change by the County's Chief Probation Officer upon provision of thirty (30) days advance written notice to the Agency of said change.

3. The agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to April 30, 2022. The parties shall treat the Agreement as if it had been in full force and effect continuously since April 30, 2022, without there having been any interruption of the Agreement whatsoever.

(signatures on the following page)

IN WITNESS WHEREOF, the parties have executed this Amendment #2 as of the date written above.

COUNTY OF TUOLUMNE	COUNTY OF MARIPOSA
By: Eric Erhardt Assistant County Administrative Officer	By: Rosemarie Smallcombe Board Chair
By: Dan Hawks Chief Probation Officer	By: Pete Judy Chief Probation Officer
APPROVED AS TO LEGAL FORM: By: Maria Sullivan Deputy County Counsel	APPROVED AS TO LEGAL FORM: By: Steven Dahlem County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-335

MEETING: August 6, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve a No-Cost Agreement with Integrated Payment Solutions, LLC (PAYSTAR), for Online Payments; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve a No-Cost Agreement with Integrated Payment Solutions, LLC (PAYSTAR), for Online Payments; and Authorize the Board of Supervisors Chair to Sign the Agreement.

PAYSTAR, provides licensing software services to entities which facilitate online payment. The software will include a secure payment portal (link), and a support line. The software allows a prompt, easy way for the customer to access their bill from the County's Website for Public Works Utilities.

There is no financial impact on the county. However, customers have a service fee schedule:

Credit/Debit Card			ACH		
Amount Range	Flat Fee	% Fee	Amount Range	Flat Fee	% Fee
$0.00-$100.00	$2.75	0.00%	$0.00-$5,000.00	$2.00	0.00%
$100.01-$5,000.00		2.75%			
Chargeback Fees	$0.00		Returns	$0.00	

This will allow for quick, easy payments for the residents of Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS

There are multiple departments throughout the County that currently have online bill pay.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Utility customers in Mariposa will continue not to have the option for online payment.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Integrated Payment Solutions_Agreement**

VOTE RESULT

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

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PAYSTAR CONTRACT FOR SERVICE AGREEMENT

This Contract for Service Agreement ("Contract") is made effective as of _____, 2024 by and between _____ ("Agency"), and Integrated Payment Solutions, LLC ("PAYSTAR") of 5131 Payne Dr., Baton Rouge, Louisiana 70809.

WHEREAS, PAYSTAR is in the business of licensing its software and providing services to entities which facilitate the online payment or collection of account receivables, fines, fees, taxes, utility bills, etc., via credit or debit cards or ACH transactions and providing other services as may be set forth in this Contract; and

WHEREAS, Agency regards the services of PAYSTAR beneficial to certain operations of the Agency, including the collection of such payments, and the Agency desires to obtain the services of PAYSTAR;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants contained herein,

IT IS AGREED, AS FOLLOWS:

1. SERVICES and CONSIDERATION. PAYSTAR will provide to Agency the Services described in Appendix 1 (collectively, the "Services"), including the use of the PAYSTAR Payment Platform and associated modules and web applications (collectively the "Software"), which facilitates the collection of electronic payments. Except as provided in Appendix 1, PAYSTAR shall be responsible for any and all fees, charges, and amounts that may become owed that are associated with a Merchant Application and/or Merchant Processing Agreement, which are required agreements associated with the Services outlined herein. PAYSTAR shall receive the fees charged per Appendix 2.

2. TERM. This Contract may be terminated anytime with written notice to PAYSTAR. An email notice by Agency will suffice.

3.1 WORK PRODUCT AND ITS OWNERSHIP. Any patentable works, ideas, discoveries, inventions, copyrights, products, or other information (collectively the "Work Product") provided or developed in whole or in part by PAYSTAR in connection with the Services outlined herein, specifically including the Software, shall be the exclusive property of PAYSTAR, except for any utilized confidential information of Agency. Upon request and as appropriate, Agency will execute all documents necessary to confirm or perfect the exclusive ownership of PAYSTAR to the Work Product.

3.2 PAYSTAR is granting to Agency during the Term of this Contract the nontransferable, nonexclusive worldwide license and right to use of the Software, all solely for Agency's own internal business operations. Pursuant to this Contract, Agency acknowledges and agrees the Software and any future development work is not a concurrent license and that the rights granted to Agency are indefinitely subject to all of the following agreements and restrictions: (i) Agency shall not sell, transfer, barter, trade, license, modify or copy the Software; (ii) Agency shall not, directly or indirectly, modify, make derivative works of, disassemble, reverse compile, or reverse engineer, or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms of any part of the Software or access the Software in order to build a similar or competitive product or service; (iii) except as expressly stated herein, no part of the Software may be copied, reproduced, distributed, republished, downloaded,

displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; (iv) Agency does not acquire any rights in the Software, express or implied, other than those expressly granted in this Contract and all rights not expressly granted are reserved by PAYSTAR; and (v) this Contract is not a sale and does not convey any rights of ownership in or related to the Software. PAYSTAR shall have the right and may collect, store, and use customer electronic communications for its own business purposes.

4. CONFIDENTIALITY. PAYSTAR and its employees will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate in any manner, any information that is proprietary to or considered confidential by Agency. PAYSTAR and its employees will protect such information to the same extent PAYSTAR protects its own confidential information. This provision will continue to be effective after the termination of this Contract. Any waiver by Agency of these confidentiality obligations which allows PAYSTAR to disclose Agency's confidential information to a third party will be limited to the information to be disclosed to the specific third party.

5. WARRANTY. PAYSTAR shall provide its Services in a timely and workmanlike manner, consistent with a standard of care equal to care used by similar industry service providers on similar projects.

THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY OFFERED BY PAYSTAR. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY THAT THE SERVICES WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTION, AND ANY WARRANTIES IMPLIED BY LAW, BY THE COURSE OF DEALING BETWEEN THE PARTIES, OR OTHERWISE, ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. FURTHERMORE, EXCEPT AS STATED HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. AGENCY AND THEIR CUSTOMERS, PAYERS, AND USERS SHALL ASSUME ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES OR THE SOFTWARE OR THE INFORMATION GENERATED OR DISPLAYED THEREBY IS ACCURATE OR SUFFICIENT FOR THEIR OWN INDIVIDUAL PURPOSES.

6.1 LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST OR CORRUPTED DATA OR CONTENT, LOST REVENUE ARISING OUT OF THIS CONTRACT (INCLUDING WITHOUT LIMITATION THE SERVICES AND SOFTWARE, THE USE OF THE SERVICES AND SOFTWARE, OR THE INABILITY TO USE THE SERVICES AND SOFTWARE). IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING ANY LICENSE, USE, OR OTHER EMPLOYMENT OF THE SERVICES OR SOFTWARE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, TORT, OR OTHERWISE, EXCEED THE TOTAL FEES ACTUALLY RECEIVED BY PAYSTAR PURSUANT TO THIS CONTRACT IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THERE SHALL BE ONLY ONE AGGREGATE LIABILITY CAP UNDER THIS AGREEMENT EVEN IF THERE ARE MULTIPLE CLAIMS; EACH CLAIM SHALL REDUCE THE AMOUNT AVAILABLE IN THE AGGREGATE LIABILITY CAP. HOWEVER, THESE LIMITATIONS OF LIABILITY DO NOT APPLY TO VIOLATIONS OF THE ITEMS

LISTED IN SECTION 3.2. BOTH PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS A FUNDAMENTAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF THIS LIMITATION OF LIABILITY, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

6.2 PAYSTAR shall not be liable for the accuracy or validity of Agency provided or uploaded data. PAYSTAR shall not be liable for any errors or omissions in data provided or uploaded by Agency or its customers or payers.

6.3 PAYSTAR shall not be liable for any errors or delays attributable to the acts or omissions of any bank or other third-party or payor involved in the transmission, processing or fulfillment of any payments or data generated thereby.

6.4 PAYSTAR, if applicable by Agency request, may be providing part of its Software to run inside Agency's infrastructure and systems in order to read Agency data or information and write PAYSTAR data or information from and to the Agency's infrastructure and systems. Agency's infrastructure and systems include any servers, databases, software, or hardware, whether owned or leased by Agency or are third party systems or products utilized by Agency. PAYSTAR shall request permission from an authorized Agency representative before any work or access to Agency's infrastructure and systems is taken by PAYSTAR. Agency shall provide the name and contact information for such authorized representative. PAYSTAR shall not undertake any work or access until permission is received from such authorized Agency representative. Such permission shall be granting PAYSTAR the license and right to access, read, and write data or information from and to Agency's infrastructure and systems. With such permission, PAYSTAR shall not be liable for any errors or costs attributable to such work or access.

7. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to perform any provision, term or condition of this Contract, the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

8. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, work stoppages, or supplier failures, or pandemics and epidemics. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

9. ENTIRE AGREEMENT. This Contract contains the agreement of the parties, and, except to the extent applicable in the Merchant Application and/or Merchant Processing Agreement, there are no other

promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

10. SEVERABILITY. If any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If such a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

11. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties.

12. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Louisiana.

13. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered via electronic mail, in person, or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

14. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

15. HOLD HARMLESS. PAYSTAR shall hold harmless, indemnify, and defend Agency, and all of its elected or appointed officers, employees, and agents only from liability that arises directly from the willful misconduct or gross negligence of PAYSTAR in performing the Services.

16. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

IN WITNESS WHEREOF, each of the parties have executed this Contract by and through its authorized representative.

Agency: _____	Integrated Payment Solutions, LLC d/b/a Paystar
Signature: _____	Signature: _____
Print: _____	Print: _____
Title: _____	Title: _____
Date: _____	Date: _____

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APPENDIX 1 – Services

This sets forth a mutual understanding of PAYSTAR'S Services to be provided the Agency:

1. PAYSTAR shall continue to develop, host, and maintain its Software and provide an Agency-specific account for the Agency. The Software shall include a secure payment portal that maintains compliance with the Payment Card Industry Data Security Standards.
2. All costs for developing, configuring, hosting, maintaining, and supporting the Software, including a support line and customer service, are underwritten by the fees and costs in Appendix 2. There are no costs to the Agency for the implementation and utilization of the Services, except as provided in Appendix 2 if any.
3. Agency shall allow a PAYSTAR-provided link on Agency's website or invoice that will take the customer to the payment page or customer portal, which will allow customers to enter identifying information based on the item to be paid so that the customer can make a payment.
4. Agency shall provide to PAYSTAR the requisite data and information needed in order for PAYSTAR to properly present to customers their accounts payable, billing information, pdf copies of bills or statements for their viewing in the customer portal, etc., all of which will be able to be searched for at customer direction. PAYSTAR may archive any pdf bill after 12 months.
5. The Software shall provide Agency with access to a web application to monitor payments and run reports at Agency direction.
6. In regard to chargebacks and returns, Agency shall be responsible for all chargeback/return amounts for the principal item/account receivable that was owed and paid to Agency by the customer/payor for the specific bill, fine, fee, permit, license, tax etc. that was due to Agency. In case of fraud or chargeback issues, PAYSTAR and affiliates will work with the Agency in pursuing any fraudulent charges (e.g., stolen card) or chargeback issues (e.g., customer challenging a charge). In the case of either activity, the Agency will assist PAYSTAR in pursing resolution. Once notified by PAYSTAR, Agency shall be responsible for resetting the principal paid item as not being paid and pursuing collection for fraudulent or reversed transactions.
7. The utilization of the Software is subject to PAYSTAR'S Terms of Use and Privacy Policy, which can be found at https://home.paystar.io.

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APPENDIX 2
CUSTOMER ABSORBED FEES AND COMPENSATION FOR UTILITY

[X] Services Chosen by Agency

(✓ below designates the services chosen by Agency. N/A means not applicable to this Contract.)

	Platform/Basic Services	Costs
[X]	PayStar Payment Platform (Admin Portal, Quick Pay, Customer Portal, Basic Integration)	$0.00
[X]	IVR (cost added to service fee amount)	$0.00
[X]	Bill Presentment	$0.00
[X]	eBilling	$0.00

[X] Additional Costs

(✓ below designates applicable additional costs. N/A means not applicable to this Contract. Agency shall be liable for any costs not designated to be paid by customers. PAYSTAR shall have the right to debit the Agency costs from an Agency specified bank account as agreed between the parties in a separate agreement.)

	Additional Services/Costs	Costs
[ ]	Monthly Platform Fee	$
[ ]	Custom Integration/Implementation	$
[ ]	Additional Merchant Account	$
[ ]	Card Readers	$
[ ]	Outbound IVR	$
[X]	Other PDF Storage	$0.03

[X] Customer Absorbed Service Fee Pricing

(✓ below designates the services chosen by Agency. N/A means not applicable to this Contract.)

Utility Bills (including Water, Sewer, Trash, Gas, Electricity or Telecomm as applicable)							
Credit/Debit Card				ACH			
	Amount Range	Flat Fee	% Fee		Amount Range	Flat Fee	% Fee
[X]	$0.00-$100.00	$2.75	%	[X]	$0.00-$5,000.00	$2.00	%
[X]	$100.01-$5,000.00	$	2.75 %	[ ]		$	%
[ ]		$	%	[ ]		$	%
[ ]		$	%	[ ]		$	%
[ ]	Chargeback Fees	$0.00		[ ]	Returns	$0.0	

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Merchant Processing Application and Agreement

clover connect

Please review the information below and sign if everything looks right. If you have any questions please contact your representative.

BUSINESS DETAILS

CONTACT INFORMATION

First Name | Last Name

Email | Phone Number

BUSINESS INFORMATION

NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)

Business Legal Name | DBA Name

Tax Filing Name | Tax Filing Method ☒ EIN ☐ SSN

Tax ID (EIN)

Type of Ownership

☐ Government ☐ Individual / Sole Proprietor ☐ LLC ☐ Non-Profit Org ☐ Private Corporation ☐ Partnership ☐ Public Corporation ☐ Tax Exempt

Stock Exchange (Only applicable for Public Corporations) | Stock Ticker Symbol (NYSE or NASDAQ)

☐ NYSE or NASDAQ ☐ Other/Not Applicable

Industry (MCC) | Business Description

Industry Options ☐ Quasi Cash | Business Start Date

Website | Business Phone

BUSINESS ADDRESS

Street Address 1

Street Address 2 | City

State | ZIP

Country

BUSINESS LEGAL MAILING ADDRESS

Street Address 1

Street Address 2 | City

State | ZIP

Country

OWNER INFORMATION

Please provide the following information for each individual who owns, directly or indirectly, 25% or more of the equity interest of your business, or who have significant responsibility to control, manage, or direct your business.

BUSINESS OWNER INFORMATION

First Name | Last Name

Title

☐ CEO ☐ CFO ☐ COO ☐ LLC Member ☐ Owner ☐ Partner ☐ President

☐ Secretary ☐ Treasurer ☐ Vice President

% Ownership % | Personal Guarantee ☐ Yes

SSN | Date of Birth

Mobile Phone

Email

Street Address 1

Street Address 2 | City

State | ZIP

Country

ADDITIONAL BUSINESS OWNER (1)

First Name | Last Name

% Ownership % | SSN

Date of Birth | Mobile Phone

Street Address 1

Street Address 2 | City

State | ZIP

Country

ADDITIONAL BUSINESS OWNER (2)

First Name | Last Name | Street Address 1
% Ownership % | SSN | Street Address 2 | City
Date of Birth | Mobile Phone | State | ZIP
Country

ADDITIONAL BUSINESS OWNER (3)

First Name | Last Name | Street Address 1
% Ownership % | SSN | Street Address 2 | City
Date of Birth | Mobile Phone | State | ZIP
Country

ADDITIONAL BUSINESS OWNER (4)

First Name | Last Name | Street Address 1
% Ownership % | SSN | Street Address 2 | City
Date of Birth | Mobile Phone | State | ZIP
Country

BANKING AND PROCESSING

DEPOSIT BANK ACCOUNT

Bank Name
Account Type ☐ Checking ☐ Savings
Routing Number | Account Number

WITHDRAWAL BANK ACCOUNT

Withdrawal account is not required if it is the same as the Deposit account.
Bank Name
Account Type ☐ Checking ☐ Savings
Routing Number | Account Number

PROCESSING VOLUME

Average Monthly Card Volume $ / month
Average Transaction Amount $

PRODUCT / SERVICE DELIVERY WINDOWS

On average, Products / Services are delivered in
☐ 0–7 Days ☐ 8–14 Days ☐ 15–30 Days ☐ 30+ Days

MODE OF TRANSACTION

In Person %
Telephone %
Online 100 %
Must total 100%

THIRD PARTY PROVIDER

Do you use any third party provider (TPP) to store, process or transmit cardholder data? (Examples include but are not limited to web hosting companies, Electronic Data Capture, Loyalty programs, software)
☐ Yes ☑ No
If so, please provide third party provider information:
TPP Name
TPP Email
TPP Phone

EQUIPMENT

NEW ORDERS

Product Name	Network	Qty	Price *	Frequency
			$	
			$	
			$	

Clover Menu Requested ☐

** Price does not include tax and shipping & handling.*

CardConnect LLC is a registered ISO of Wells Fargo Bank, N.A., Concord, CA

SHIP EQUIPMENT TO

Ship To Attention		Ship To Email	
Street Address 1			
Street Address 2		City	
State		ZIP	
Country			

MERCHANT SERVICES

AMERICAN EXPRESS

Amex Program ☑ Amex OptBlue ☐ Amex ESA

Amex ESA SE | IATA/ARC Number

DISCOVER

Discover Program ☑ Discover Full ACQ ☐ Discover EASI

Discover EASI SE

Discover Industry Options

☐ Enable Incremental Authorizations

☐ Debt Repayment Program

PRICING INFORMATION

PRICING

Discount Frequency

☑ Monthly ☐ Daily

Funding Rollup

☐ Net Fees and Deposits ☑ Separate Fees and Deposits ☐ Individual Batches

DUES & ASSESSMENTS

☑ Dues & Assessments

In addition to the fees described in this Merchant Application and Agreement, you must pay us all Card Organization Charges. "Card Organization Charges" means all fees, charges, liabilities, or obligations that a Card Organization imposes on us (1) in connection with your acceptance of its payment types, (2) in connection with the transactions processed under your MID, (3) as a result of your acts or omissions, or (4) as a result of the acts or omissions of others that act on your behalf or that provide services to you. Card Organization Charges are not subject to the consequential damages exclusion in Section 28 of the Program Guide and include but are not limited to: assessments (including but not limited to dues, issuer reimbursements, fines, penalties, and fraud recovery losses); fees established by the Card Organizations (including but not limited to access fees, switch fees, and file fees); adjustments; and Chargebacks.

PROGRAM

☐ **Merchant Surcharge Program**

A Surcharge is an additional fee that you add to relevant transactions as permitted by the Card Organization Rules and applicable laws (together, Applicable Laws). By choosing to assess a Surcharge and participate in this "Merchant Surcharge Program" (MSP), you agree that you are solely responsible for: (1) complying with all Applicable Laws and the Your Payments Acceptance Guide (which is contained in your Program Guide); (2) properly and clearly disclosing the existence and amount of any Surcharge to Cardholders in accordance with Applicable Laws; and (3) ensuring any Surcharge you add to a transaction does not exceed the limit provided in the Card Organization Rules. MSP is provided to you only by Processor and not by Bank.

You also agree that: (1) you are assessing a Surcharge on Cardholders for certain Credit Card transactions in an amount equal to the Surcharge Rate reflected below; (2) you will pay us the Discount Fees for Credit Card and Debit Card transactions on gross sales for all of the transactions that you submit (without reduction for refunds, returns, or chargebacks); (3) you will pay us the Transaction Fee (the fixed charge per transaction reflected below for each Debit Card transaction) for each sale and refund that you submit, as well as any other fees or charges reflected in this merchant processing agreement and which are not replaced by the MSP; (4) you will not assess a Surcharge for the portion of the transaction that is tip on paper, and you will be responsible to pay us the Discount Fee for the gross amount of all tips on paper; (5) you will be responsible to refund Cardholders any Surcharge you assess in the amount billed on such transaction; (6) you will not assess a Surcharge for card not present transactions on cardholders whose billing ZIP code corresponds to states or US territories where Surcharging is prohibited by Applicable Law (including but not limited to, Connecticut, Massachusetts, Puerto Rico), you will be responsible to pay us the Discount Fee for such transactions, and you will comply with Applicable Laws any time you apply the MSP; and (7) we may change or cancel this Merchant Surcharge Program upon notice to you. We disclaim all warranties regarding the MSP; it is provided to you on an "as-is, with all faults" basis. Your use of the MSP does not: (1) guarantee compliance with any laws, Card Organization Rules, or applicable standards (including the PCI DSS), (b) affect your obligation to comply with laws, Card Organization Rules, and applicable standards (including the PCI DSS), or (3) guarantee protection against a Data Incident.

Visa Credit Card Discount Fee	3.3816 %	Consumer Surcharge Rate Billed by Merchant	3.50 %
Mastercard Credit Card Discount Fee	3.3816 %	Debit Card Transaction Fee	$ 0.25 / Each
Discover Credit Card Discount Fee	3.3816 %		
Amex Credit Card Discount Fee	3.3816 %		
Debit Card Discount Fee	1.25 %		

TIERED

Discount Fees	Credit	Non-PIN Debit	Discount Fees	Credit	Non-PIN Debit
Visa Qualified	%	%	Discover Qualified	%	%
Visa Mid-Qualified	%	%	Discover Mid-Qualified	%	%
Visa Non-Qualified	%	%	Discover Non-Qualified	%	%
Mastercard Qualified	%	%	Amex Qualified	%	
Mastercard Mid-Qualified	%	%	Amex Mid-Qualified	%	
Mastercard Non-Qualified	%	%	Amex Non-Qualified	%	

INTERCHANGE PLUS

Pass Through Interchange — You will be charged the applicable interchange rate from Mastercard, Visa, Discover and American Express as well as the Discount Fees listed below. Interchange Rates are variable and are determined by how your transactions clear, and are subject to change.

Passthrough Interchange Costs ☑ Gross Interchange ☐ Net Interchange

Discount Fees	Credit / Non-PIN Debit
Visa Qualified	0.1 %
Mastercard Qualified	0.1 %
Discover Qualified	0.1 %
Amex Qualified	0.25 %

BILL BACK

Non-Qualified Surcharge Fee (excluding Interchange pass-through fees, see Section 26.1) Applies to Non-qualified MC, Visa, Discover, American Express OptBlue Credit and/or Non-PIN Debit Transactions.

%

Discount Fees	Credit	Non-PIN Debit
Visa Qualified	%	%
Mastercard Qualified	%	%
Discover Qualified	%	%
Amex Qualified	%	

SWIPED/NON-SWIPED

(If selected, the discount fees below apply to all payment types and brands accepted unless otherwise noted in this agreement)

Swiped or Dipped Discount Fee *(% of gross transactions)*	%
Swiped or Dipped Transaction Fee	$
Non-Swiped or Non-Dipped Discount Fee *(% of gross transactions)*	%
Non-Swiped or Non-Dipped Transaction Fee	$

FLAT RATE

Discount Fees	Credit / Non-PIN Debit
Visa Qualified	%
Mastercard Qualified	%
Discover Qualified	%
Amex Qualified	%

AUTHORIZATION & TRANSACTION FEES

Authorization Fees (All Card Types)	$ 0.05 / Each
ACH Batch Fee	$ 0.00 / Each
Voice Authorization Fee	$ 0.03 / Each
Address Verification Fee (AVS)	$ 0.01 / Each
Transaction Fees (All Card Types)**	$ 0.05 / Each

**Transaction Fees (All Card Types) and Gateway Transaction Fee will be added together and billed on your merchant statement as "Trans Fee".

PIN DEBIT

Discount Fee	%
Transaction Fee	$ / Each

CLOVER FEES

Clover Platform Fee	$ / Monthly

EBT

FNS#	
Transaction Fee	$ / Each

VOYAGER

Authorization Fee	$ / Each
Sales Discount	%

WRIGHT EXPRESS		
Discount Fee		%
Transaction Fee	$	/ Each
Chargeback Fee	$	/ Each
Retrieval Fee	$	/ Each

CARDPOINTE AND GATEWAY FEES		
Setup Fee	$ 0.00	(One Time)
CardPointe Monthly Platform Fee	$ 15.00	/ Monthly
Gateway Monthly Fee	$ 0.00	/ Monthly
Gateway Transaction Fee**	$ 0.00	/ Each

**Gateway Transaction Fee and Transaction Fees (All Card Types) will be added together and billed on your merchant statement as "Trans Fee".

TRANSARMOR		
☐ TransArmor Data Protection		
TransArmor Monthly Fee	$	/ Monthly

MONTHLY AND MISCELLANEOUS FEES					
Application Fee	$ 0.00	(One Time)	Regulatory Product Fee	$ 3.50	/ Monthly
Minimum Processing Fee	$ 0.00	/ Monthly	PCI Non-Compliance Fee	$ 0.00	/ Monthly
DDA Rejects	$ 15.00	/ Each	Wireless Fee	$ 0.00	/ Monthly
Statement Fee	$ 0.00	/ Monthly	Wireless Activation Fee	$ 0.00	(One Time)
Chargeback Fee	$ 15.00	/ Each	PCI Annual Fee	$ 5.00	/ Annual
Retrieval Fee	$ 15.00	/ Each	PCI Concierge Monthly Fee	$ 0.00	/ Monthly
Annual Membership Fee	$ 0.00	/ Annual			

CONFIRMATION

EARLY TERMINATION FEE

The Initial term of this Agreement is three years from the date of your approval by our Credit Department (the Initial Term). If you terminate this Agreement before the end of the then current term or otherwise stop processing your transactions with us, you will be charged this Early Termination Fee. After the Initial Term, subject to Part IV, Section A.3, this Agreement shall automatically extend for an additional period of one year each (each an Extended Term).

Early Termination Fee	$ 0.00
Client Initials	

PERSONAL GUARANTEE

By signing below, signer(s) unconditionally guarantee(s) to the Processor and its successors and assigns the full and prompt payment when due of all its obligations of every kind and nature of Merchant arising directly or indirectly out of the Agreement and /or the TeleCheck / TRS Services Agreement or any document or agreement executed and delivered by Merchant in accordance with the terms of the Agreement. The undersigned further agrees to pay to the Processor all expenses including attorney fees and court costs) paid or incurred by the Processor in collecting such obligations and in enforcing this Guaranty.

Signature		Date	

AGREEMENT APPROVAL

Merchant Acceptance – Each person signing below agrees to the terms and conditions stated in the front and back of this agreement and certifies that all information provided in the application is true, correct and complete. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and Agreement and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted by Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Each signer authorizes CardConnect LLC and/or the Member Bank or any agent of the Member Bank, to make whatever inquiries CardConnect LLC and/or the Member Bank deem appropriate to investigate, verify, or research references, statements or data, including personal credit reports for the purpose of this application. Merchant understands this agreement shall not take effect until Merchant has been approved by CardConnect LLC and/or the Member Bank and a merchant number is issued.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC). To help the government fight the funding of terrorism and money laundering activities, servicers obtain, verify, and record certain information including your full name, physical address, and any other information needed for identity verification purposes while processing this MPA, as described in the USA Patriot Act.

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

SIGN YOUR AGREEMENT

Signature	
Date	

CARDCONNECT LLC

Application Approved By:

Signature			
Title		Date	

WELLS FARGO BANK N.A. (A MEMBER OF VISA USA, INC. AND MASTERCARD INTERNATIONAL, INC.)

By: First Data Merchant Services LLC, pursuant to a limited power of attorney

Signature	

PROCESSOR INFORMATION

Name	CardConnect LLC
Address	1000 Continental Drive, Suite 300, King of Prussia PA, 19406
URL	www.cardconnect.com
Customer Service (Phone)	1-877-828-0720

GenCP-WF-2408_PG_08.31.21 **CONFIRMATION PAGE**

PROCESSOR INFORMATION:

Name:

CardConnect LLC

Address:

1000 Continental Drive, Suite 300, King of Prussia, PA 19406

URL:

www.cardconnect.com

Customer Service #:

1-877-828-0720

Please read the Program Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you.

From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor or the contents of your Agreement with TeleCheck.The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

1. **Your Discount Rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by Mastercard, Visa, Discover and PayPal. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 26 of the Program Guide).
2. **We may debit your bank account** (also referred to as your Settlement Account) from time to time for amounts owed to us under the Agreement.
3. **There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or Settlement Account. For a more detailed discussion regarding Chargebacks see Section 15 of the Your Payments Acceptance Guide or see the applicable provisions of the TeleCheck Solutions Agreement.
4. **If you dispute any charge or funding,** you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing or within 30 days of the date of a TeleCheck transaction.
5. **The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 28, 38.3, and 40.10 of the Card General Terms; or Section 17 of the TeleCheck Solutions Agreement.
6. **We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 31, Term; Events of Default and Section 32, Reserve Account; Security Interest), (see TeleCheck Solutions Agreement in Section 7), under certain circumstances.
7. **By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
8. **The Agreement contains a provision** that in the event you terminate the Agreement prior to the expiration of your initial three (3) year term, you will be responsible for the payment of an early termination fee as set forth in Part IV, A. 3 under "Additional Fee Information" and Section 16.2 of the TeleCheck Solutions Agreement.

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9. **Card Organization Disclosure**

Visa and Mastercard Member Bank Information: Wells Fargo Bank, N.A.

The Bank's mailing address is P.O. Box 6079, Concord, CA 94524, and its phone number is 1-844-284-6834.

Important Member Bank Responsibilities:

a. The Bank is the only entity approved to extend acceptance of Visa and Mastercard products directly to a merchant.
b. The Bank must be a principal (signer) to the Agreement.
c. The Bank is responsible for educating merchants on pertinent Visa and Mastercard rules with which merchants must comply; but this information may be provided to you by Processor.
d. The Bank is responsible for and must provide settlement funds to the merchant.
e. The Bank is responsible for all funds held in reserve that are derived from settlement.
f. The Bank is the ultimate authority should a merchant have any problems with Visa or Mastercard products (however, Processor also will assist you with any such problems).

Important Merchant Responsibilities:

a. Ensure compliance with Cardholder data security and storage requirements.
b. Maintain fraud and Chargebacks below Card Organization thresholds.
c. Review and understand the terms of the Merchant Agreement.
d. Comply with Card Organization Rules and applicable law and regulations.
e. Retain a signed copy of this Disclosure Page.
f. You may download "Visa Regulations" from Visa's website at: https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf
g. You may download "Mastercard Regulations" from Mastercard's website at: www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf.
h. You may download "American Express Merchant Operating Guide" from American Express' website at: www.americanexpress.com/us/merchant.

Print Client's Business Legal Name:

By its signature below, Client acknowledges that it has received the Merchant Processing Application, Program Terms and Conditions [version GenCP-WF-2408_PG_08.31.21] consisting of 44 pages [including this Confirmation Page and the applicable Third Party Agreement(s)].

Client further acknowledges reading and agreeing to all terms in the Program Terms and Conditions. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM TERMS AND CONDITIONS WILL BE ACCEPTED.

Client's Business Principal:

Signature *(Please sign below)*:

Title

Date

Please Print Name of Signer

DocuSign Envelope ID: 8B04F705-2714-4EA5-8025-461064BCBA0B

ELECTRONIC FUNDS TRANSFER AGREEMENT MID # _____

By this Electronic Funds Transfer Agreement ("Agreement"), between Secure Payment Systems, Inc. ("SPS") and the undersigned ("Subscriber"), the parties mutually agree that this Agreement is effective on the later of _____, 201__ or the effective date of this Agreement and applies to those transactions transmitted by Subscriber to SPS for the initiation of ACH debits and credits to consumer and business demand deposit accounts resulting from legitimate business transactions properly authorized by the party to be debited or credited and conducted in compliance with all local, state, federal, and Uniform Commercial Code statutes.

SERVICE PROVIDED TO: Corp ___ LLC ___ Sole Prop ___ Partnership ___ **# Years in Business** ____ **Fed Tax ID #** _____

DBA: _____ **Contact Name:** _____

Address: _____ **Phone Number:** ( ) _____ Fax # ( ) _____

City/State/Zip: _____ **E-Mail Address:** _____

Services / Products: _____ **WebSite Address:** _____

Officer/Owner/Partner:

(1) Name _____ % Ownership ____ SSN# _____ **Birth Date** __/__/__ **Drivers License #** _____ **State** ___

(2) Name _____ % Ownership ____ SSN# _____ Birth Date __/__/__ Drivers License # _____ State ___

A. Fees / Interface: achXPRESS ☒ or Host Interface ☐ Debits ☐ Credits ☐ Automatic NSF Re-Presentment ☐ Service Charge Collection ☐

1. $ N/A Start-up / Annual License
2. $ 0.15 per Debit / Credit
3. $ 0.00 Flat fee / mo
4. $ 4.00 per "normal" Return / NOC
5. $ 10 per R 5,7,8,10,29,51 Return
6. $ N/A / mo Sunday Proc'g
7. N/A % per Debit
8. $ N/A Monthly Minimum
9. $ N/A per Batch Close
10. N/A % SPS Collection Fee Sharing

B. Designated Depository Account (Most Recent 2 Bank Statements Required)

Bank Name: _____ **City** _____ **State:** ____ **Contact:** _____ **Phone:** _____

Bank Routing/Transit # _ _ _ _ _ _ _ _ _ **Bank Account #** _

C. Business Credit References

Business Name (1): _____ **Contact:** _____ **Title** _____ **Phone #** _____

Business Name (2): _____ **Contact:** _____ **Title** _____ **Phone #** _____

D. Limits: $ Debits / Day $ _____ # Debits / Day _____ Debit Item Limit $ _____ $ Debits / Mo $ _____ # Debits / Mo _____

$ Credits / Day $ N/A # Credits / Day N/A Credit Item Limit $ N/A $ Credits / Mo $ N/A # Credits / Mo N/A

Reserve Funds: Subscriber agrees that SPS shall be entitled to an initial reserve of $ _____ payable in advance by money order, cashiers check, or business check. Thereafter SPS shall on a daily basis reduce financial settlement by an amount equal to $ _____ per item and _____ % of the face value processed and shall maintain such as a rolling 90 day processing reserve as a deposit against Subscriber default during the term of the Agreement. Subsequent to termination, but not more than 180 days later, Subscriber shall be entitled to a refund of any such withholding provided all fees, charge backs, penalties (if any), and service charges have been successfully debited against Subscriber's designated depository account and except where there is a federal, state, or civil regulatory investigation, proceeding, or lawsuit pending or threatened against Subscriber for any reason, or against SPS, or the ODFI due to the actions or inactions of Subscriber. Amounts not successfully debited against Subscriber's designated account will be deducted from the reserve and thereby reduce any balance due Subscriber as a refund.

AGREEMENT

By signature below, Subscriber hereby authorizes its financial institution to accept and process credits and debits initiated by SPS or its ODFI on the above designated depository account and to be debited electronically for fees due SPS on or about the 10th of each month for services rendered the previous month. Subscriber understands that this authorization shall remain in effect unless revoked in writing upon the mutual consent of the parties, but that Subscriber may not revoke such authorization during any period that electronic transactions are being cleared by SPS, nor for a period of 60 days following electronic transmission of a final electronic transmission. Subscriber understands that Subscriber must notify SPS of any change in (a) ownership or (b) designated depository account and that absent sufficient, advance written notice amounts credited or debited to Subscriber subsequent to any such change may be subsequently held by SPS until a determination is made regarding true and correct ownership of the transaction Entries in question. In connection with this application and approval thereof, Subscriber, and the guarantors below, collectively by their signatures hereto, authorize SPS or its agents to procure investigative consumer reports and understand that such report may contain information about personal financial stability, background, character, and reputation.

This Agreement includes all of the terms and conditions on the reverse side (or if not on the reverse then on a separate document) and has been executed on behalf of and by the authorized management of each party as of the date written below in multiple copies each being effective as an original. Subscriber acknowledges, accepts, and agrees to be bound by all terms & conditions, even if not provided or shown such at the time Subscriber executes this Agreement, and that the absence of viewing such therefore does not invalidate or create a waiver or breach of this Agreement, and that Subscriber can find the most current form of this Agreement's respective terms and conditions online at www.securepaymentsystems.com.

Accepted By:

Subscriber Signature	Date	Authorized Signature for ACH debit	Date
Printed Name	Title	Printed Name	Title

PERSONAL GUARANTY – The undersigned jointly and severally, hereby unconditionally guaranty, without deduction or diminution by reason of Counterclaim, offset, or defense, and in accordance with all terms and conditions, the prompt and complete payment and performance of the Agreement including any and all modifications, addendums, and amendments thereof. The undersigned warrant and guaranty that the Agreement has been properly executed, and agree that this guaranty shall be of full force and effect irrespective of any invalidity or unenforceability of the Agreement or any provisions thereof. The undersigned hereby waive notice of acceptance hereof, all notices of any kind to which we may be entitled, and all defenses of a guarantor or surety. The obligation and liability of each of the undersigned is direct, continuing, and unconditional, and SPS shall not be required to proceed against Subscriber or resort to any other right, remedy or security before proceeding against the undersigned under this guaranty. Service may be affected over the Guarantor by service on Subscriber and mailing of the summons and complaint by SPS to Subscriber. Subscriber and any guarantor hereby waive any and all rights to a trial by jury and agree to the venue and jurisdiction of any court SPS may choose. The undersigned warrant that they have read the Agreement that is hereby ratified and confirmed, and agree that only the full payment and performance of the Agreement can discharge the undersigned's liability hereunder.

Guarantor Signature _____ **Home Street Address** _____

Guarantor Printed Name _____ **City / State / ZIP** _____

Social Security Number _____ **Phone Number** _____

Witnessed By _____ **SPS Management Signature** _____

Approved: POP__ WEB__ TEL__ PPD__ CCD__ ARC__ BOC__ RCK__ *(Not valid and binding until approved by Authorized Management of SPS)* *rev. 01 10 18*

DocuSign Envelope ID: 8B04F705-2714-4EA5-8025-461064BCBA0B

"Entry" means any order or request complying with the requirements of the Operating Rules of the National Automated Clearing House Association ("NACHA") for (i) the deposit of money to the deposit account of a Receiver ("Credit Entry"), (ii) for the payment of money from the deposit account of a Receiver ("Debit Entry"), (iii) for a zero dollar entry, and (iv) for a DNE or ENR entry (as defined in the NACHA Rules) which in any such case is transmitted via the ACH network. "Charge back" means any electronic debit returned for non-payment by the maker's financial institution. "Designated Depository Account" means that financial depository account of Subscriber to which SPS will credit electronic check transaction data and from which SPS will debit amounts due for fees, Charge backs, and penalties, if any. "ODFI" means the Originating Depository Financial Institution" through which SPS initiates Subscriber transactions. "Third Party Processor" or "TPP" shall either mean SPS or a data processing service bureau having a contractual relationship with an ODFI and originating Entries to such ODFI on behalf of SPS at SPS' request.

1. Term, Termination and Amendment: This Agreement is effective upon its acceptance by SPS in San Diego, California, and shall remain in effect for an initial period of 1 year and thereafter shall automatically renew for successive 1 year terms unless terminated by either party effective as of the end of the then-current period by giving at least thirty (30) days advance written notice. These terms and conditions, plus any addenda, including rates and fees, may be amended from time to time by SPS by providing Subscriber written notice. Except as set forth in sections 2, such amendments shall be effective 30 days from mailing. Subscriber may terminate this Agreement as of the effective date of any change in rates or fees upon written notice to SPS. Except as specifically provided for herein, this Agreement may only be modified or amended by written mutual agreement.

2. Fees and Rates: If the charges for Subscriber's originations are less than the monthly minimum fee, then the minimum shall apply. SPS reserves the right, without notice, to offset fee's due SPS against daily settlements due Subscriber. Transactions declined due to unresolved unauthorized returns on file shall be charged at the "normal" return rate despite SPS not originating the transaction to the ODFI.

3. Payment: SPS shall debit Subscriber's monthly invoice total on or about the 10th day of the month at the fees and rates set herein, as they may be amended from time to time (plus all applicable taxes) for activity of the prior calendar month. An invoice whose full payment is not posted prior to the 1st of the following month will incur a late fee of 1 1/2% (or the legal limit) of the unpaid balance and will be added to the subsequent invoice. Without prejudice to its rights in paragraph 1, SPS reserves the right to suspend its performance to Subscriber during any period in which Subscriber's account is delinquent. Continuation of service during any period of delinquency shall not constitute a waiver of SPS' rights of suspension and termination. Any delinquent fees or other amounts not paid when due may be offset against amounts owed Subscriber by SPS under this Agreement or any other unrelated agreement between Subscriber and SPS. SPS item fees shall be charged on all re-presentment originations and returns.

4. Authorization: Subscriber agrees that it will only request SPS to initiate debits for services requested by and provided to Customers of Subscriber which are made in accordance with NACHA rules and regulations. These rules and regulations stipulate that an initiator of an electronic debit may only do so when the Customer has given proper authorization via written, online, or oral means for a stipulated amount and frequency. Such authorization shall either (a) be stored by Subscriber in electronic digital, retrievable media, (b) be stored by Subscriber in oral retrievable media, or (c) be transmitted by the Customer to Subscriber in a format provided by SPS prior to any such electronic debit being initiated and shall be delivered to SPS prior to any such request for electronic debit via (1) fax transmission or (2) electronic mail with image attachment or (3) first class U.S. mail. Subscriber shall retain such customer authorization for not less than two (2) years following authorization termination and deliver such authorization to SPS within 3 business days of when so requested.

5. Charge Backs / Reserve Account / Right of Offset - Subscriber agrees that a debit that fails to post ("charge back") against a Customer account shall be the sole responsibility and liability of Subscriber. Such liability shall include administrative fees, if any, assessed for handling electronic returns. Subscriber agrees that SPS may debit Subscriber's financial account for (a) service fees as noted below and (b) charge backs against which Subscriber had already received credit. In the event Subscriber's financial account is overdrawn, then Subscriber agrees to a $100 service fee per failed item and the sum of such charge backs and service fees shall, at the discretion of SPS, be either debited against any future sums due Subscriber by SPS, or in the alternative be offset against either a Subscriber "reserve" account, if one has been established, or any other financial account of Subscriber established in any other Agreement by and between Subscriber and SPS, even if unrelated to this Agreement. All chargebacks and fees not recovered by SPS as provided for herein are immediately due and payable upon demand. Failure to reimburse SPS within five (5) business days thereafter shall be deemed a material breach of this Agreement. Subscriber agrees that SPS shall have no obligation to either credit Subscriber or debit Customer accounts on behalf of Subscriber during any period in which Subscriber is in default, including but not limited to Subscriber being past due for fees due SPS for services as provided herein.

6. Performance and Conditions of Service

6.1 SPS agrees to provide the Service to Subscriber in accordance with (a) the terms and conditions of this Agreement, and (b) the Operating Rules of the National Automated Clearing House Association ("NACHA") as currently in effect, including without limitation, all schedules, exhibits and appendices as may be attached thereto, as the same may hereafter be amended, modified, added to or substituted, or any successor rules or regulations adopted by NACHA governing the transmission of Entries through the ACH Network (the "NACHA Operating Rules") and (c) any applicable federal and state laws and regulations (including but not limited to the Fair Credit Reporting Act and Regulation E when and where they apply, and (d) any laws, regulations or rules promulgated after the Effective Date and applicable to the Service. Subscriber agrees to receive the Service as provided by SPS and shall perform its obligations hereunder in accordance with the terms and conditions of the Agreement and any amendments thereto. Subscriber acknowledges that the ODFI and TPP, if any, is each a third-party beneficiary of this Agreement, and the ODFI and TPP have all the rights of SPS under this Agreement as if they were each a party hereto. Subscriber agrees that SPS shall be the exclusive provider of ACH payment processing services to Subscriber during the term of this Agreement and any extensions thereto.

6.2 The sole liability of SPS to Subscriber for failing to provide accurate output shall be, without additional charge, to make such corrections as may be necessary to accurately reprocess the input. In the event of system downtime, Subscriber agrees to waive all monetary and / or liquidated damages by consenting to reprocess the data at a later date. Notwithstanding any other provision of this Agreement or any ACH processing agreement entered into by Subscriber with any third party, SPS reserves the unrestricted right to (without notice) refuse to (a) process any Entry (as defined above) submitted to SPS if in the sole discretion of SPS, it appears that the processing of such Entry presents an undue risk of loss or liability to SPS or (b) process any transaction that violates the Rules or is not within the scope of this Agreement. Subscriber agrees that SPS may without advance notice, cease processing and/or hold/or offset funds due Subscriber in the event (a) fees electronically debited by SPS and due SPS for performing the Service on behalf of Subscriber fail to clear Subscriber's designated depository account or (b) SPS or ODFI, of their own sole discretion, either together or individually, detect transaction activity that may represent an undue risk of loss or liability to SPS or ODFI, or where ODFI for any reason elects to cease providing ACH origination services to Subscriber or SPS, or TPP if any.

6.3 Subscriber will promptly review any reports, Entries or other communications submitted to it by SPS and will immediately notify SPS of any discrepancy between its records and those provided by SPS, the originating depository processor, or any bank that is a party to a specific Entry. If SPS is not notified of a discrepancy within two (2) business days of the date that Subscriber receives a statement of account or other report of activity, Subscriber will be solely liable for any and all losses or other costs associated with any erroneous or unauthorized transfer and Subscriber will hold SPS, its agents, and its affiliates harmless. Subscriber acknowledges that processing limits shown in section D may not be reflective of limits actually imposed by SPS.

7. Processing Authority --.SPS shall be responsible for electronically transmitting Subscriber's customer transaction data, drawn on U.S. domiciled financial institutions, within 24 business hours to the ODFI. Such electronic transmission shall consist of debits (sale transactions) and where permitted, credits (void / credit transactions) properly requested and authorized by Subscriber. Unless otherwise specified herein or by electronic communication between the parties SPS shall use best efforts to electronically credit Subscriber's designated depository account within three (3) business days of batch transmission requests made Monday through Friday (excluding bank holidays). Such electronic credit shall consist of the net amount due Subscriber for the given batch due to be settled. Subscriber agrees to keep a sufficient balance in its designated depository account in order that debits contemplated herein are not returned unpaid.

8. Compliance – Subscriber shall be responsible for replying to and remedying reports of Rules violations that are issued with respect to Subscriber. In the event that any fine, penalty, or other charge is imposed due to Subscriber's violation of the Rules, Subscriber shall be responsible for the payment thereof and SPS may debit such amount(s) from Subscriber's designated account without further notice. Subscriber acknowledges that it bears the final responsibility for ensuring that its policies and procedures comply with the requirements of the NACHA Operating Rules and any applicable federal, state, or local laws, rules and regulations. Subscriber agrees and will ensure (a) that all transactions originated under this Agreement are lawful transactions of the United States and (b) that neither the sender nor receiver is prohibited or by the Office of Foreign Assets Control (OFAC) from benefiting and participating in such transactions.

9. Warranties – Subscriber represents and warrants that, with respect to all Entries originated on its behalf as part of the Service, (a) each Receiver has authorized the debiting and/or crediting of its account and (b) each Entry is for an amount agreed upon by the Receiver, and (c) each Entry is in all other respects properly authorized. Each party, and each person signing on behalf of a party, represents and warrants that they have the full legal capacity and authority to enter into and perform the obligations of this Agreement without any further approval.

10. Indemnity / Limitation of Liability – Subscriber agrees to defend, indemnify and hold SPS, its agents and affiliates, harmless from any claim asserted by any third party against either SPS or ODFI for damages (including but not limited to fines, judgements, penalties, assessments, settlements, and attorney legal fees), including without limitation lost profits, direct, incidental, consequential, special, indirect or punitive damages arising out of or relating to (a) any breach of Section 9 above; (b) any incorrect information provided to SPS by Subscriber hereunder; or (c) Subscriber's use of the Service including but not limited to improper licensure, originating transactions under violation of state or Federal law, employee fraud and collusion. Subscriber agrees that SPS shall have no duty of indemnity or contribution for a third party claim arising from the use of the Service or the performance or non-performance of SPS of any Service hereunder. Except as expressly set forth herein, SPS makes no warranty, express or implied, and it is agreed that no implied at law warranty shall arise from this Agreement or from performance hereunder. In no event shall SPS's liability under this Agreement exceed the total amount of fees paid to SPS by Subscriber pursuant to this Agreement during the preceding quarter. Subscriber shall treat all information in connection with this Agreement as confidential and certifies to utilize information only for originating business transactions as defined herein.

11. Other - This Agreement constitutes the entire understanding of the parties. All prior agreements and understandings are canceled in their entirety. All representations, warranties, indemnities, and covenants made herein shall survive termination of this Agreement and remain enforceable after termination. Neither party shall be liable for loss or damage due to causes beyond its control, including earthquake, war, fire, flood, power failure, phone outage, or acts of God. If Subscriber becomes the subject of any insolvency, bankruptcy, receivership, dissolution, or reorganization, Subscriber consents to the immediate and absolute lifting of any stay as to the enforcement of remedies under this Agreement. If there is a conflict between a part of this Agreement and any present or future law or regulation, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within compliance. In order to maintain high levels of service, conversations with Subscriber may be monitored without further notice or disclosure. Subscriber may only assign this Agreement upon the prior written consent of SPS. SPS may freely assign this Agreement, its rights, benefits or duties hereunder. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of SPS and the heirs, executors, administrators, successors, and assigns of Subscriber. Notices shall be delivered to the appropriate party at its address set forth in this Agreement and deemed received 72 hours after deposit in the first class United States mail, postage prepaid, or if given by other means, upon actual receipt. Subscriber agrees that any claim, dispute, or cause of action brought by Subscriber against SPS will be resolved via binding arbitration using a qualified representative of the American Arbitration Association in Las Vegas, Nevada. SPS reserves the right to file a cause of action against Subscriber in any venue or jurisdiction it deems appropriate and shall be entitled to recover attorneys' fees if it prevails. This Agreement and the right and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the United States and the state of Nevada.

Initials _____

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payment systems

SPS New Merchant Questionnaire

Owing to more stringent Audit & Regulatory Requirements being enforced by various entities of our Federal and State Government's Banking authorities and NACHA itself, we are now required to provide more detailed information relating to the business activities of our prospective Customers. While the heightened level of this enforcement is 'new', the concept itself is not, and falls well within the 'Know Your Customer' obligations of all participants in the banking system, including SPS as a third party sender of electronic transactions.

1) Legal Business Name: _____

2) DBA Name: _____

3) Physical Address: _____

_____

4) Mailing Address: _____

_____

5) Email Address: _____

6) Phone #: _____ 7) Federal Tax ID #: _____

8) **Owner/Officer Name (1) :** _____ % Ownership: _____

Position: _____ SSN: _____ DOB: _____

Phone #: _____ Email: _____

Residence: _____ City: _____ St/ZIP: _____

Owner/Officer Name (2) : _____ % Ownership: _____

Position: _____ SSN: _____ DOB: _____

Phone #: _____ Email: _____

Residence: _____ City: _____ St/ZIP: _____

If more than 2 Owners, please attach a listing of Owner names including information requested above and submit respective DLs. If a Corp, please attach current Officer Listing.

9) Length of time current owner(s) has/have owned this business: _____

10) Is this business owned by a larger entity? Yes ☐ No ☐

If yes, please explain: _____

Please attach a sheet with the owner info of that entity as outlined in the Owner/Officer section above.

11) Is there any foreign (non-U.S.) ownership in this Company? Yes ☐ No ■

If yes, please explain: _____

_____

12) Please state/describe the nature and purpose of your Company's business activity and provide a detailed description of the Products or Services that your Company sells: Utilities, Fines, Fees

_____

13) Does the nature of your business require any regulatory licenses? Yes ☐ No ■

If yes, please explain (*and provide such licenses to our office*): N/A

_____

14) Does your business do any lending or extension of credit? Yes ☐ No ■

If yes, please explain: N/A

_____

15) If you are a Third Party Collection Agency, what type of collections work are you performing? (ie. Collecting NSF Checks/ACH or collecting on bad debt): N/A

16) If you are a Third Party Collection Agency, describe *your* typical Customer clients (ie. Medical, Credit Card, Auto Loan, Mortgage, Commercial debt holders, etc.): N/A

17) If you are a Third Party Collection Agency, are you or any of your customers processing debt related to Payday Loan companies or Debt Consolidators? Yes ☐ No ■

If yes, please explain: N/A

18) Who do you offer or sell your Products or Services to? Check all that apply:	Yes	No
Consumers	■	☐
Businesses	■	☐

19) How are your Products or Services offered or sold to your Customer? Check all that apply:	Yes	No
Storefront	■	☐
Online	■	☐
Outbound Telemarketing Sales	☐	■
Inbound Customer Initiated Telephone Sales	☐	■

20) Does the business have a Website? Yes ☐ No ☐

If yes, Website Address: _____

21) How does your business plan on processing payments with SPS? **Check all that apply:**	Yes	No
(ARC) Single entry debit based on check received by mail, drop box, or at a manned bill payment location for conversion to ACH via check reading device *If yes, please provide a copy of the notice that is provided to the customer notifying them that their check may be converted to ACH.*	☐	■
(BOC) Single entry debit based on check presented at point-of-purchase or manned bill payment location for conversion to ACH during back office processing via check reading device *If yes, please provide a copy of the notice that is provided to the customer notifying them that their check may be converted to ACH.*	☐	■
(CCD) B2B ACH entries. (Debits or Credits to Business/Merchant bank accounts) *If yes, please provide a sample copy of your B2B(Busines-to-Business) agreement.*	■	☐
(POP) Single entry debit based on check presented at point-of-purchase or manned bill payment location for conversion to ACH via check reading device *If yes, please provide a copy of the terminal receipt.*	☐	■
(PPD) Transaction based on consumer's written / signed authorization or either single entry or recurring debits *If yes, please provide a copy of the customer ACH debit authorization form.*	☐	■
(TEL) Transaction authorized via the telephone *If yes, please provide CSR script and IVR script (if utilizing automated system) as well as a copy of the payment confirmation sent to the consumer. If processing "recurring" TEL transactions, please <u>also</u> provide an audio recording of a sample TEL transaction.*	■	☐
(WEB) Transaction authorized via the Internet (i.e. Merchant's website) *If yes, please provide screenshots of the payment process including terms and conditions pages. Also, provide a copy of your annual data security audit as required by NACHA to be completed by December 31st every year.*	■	☐

	Yes	No
(RCK) Transaction based on a paper check that has been returned due to insufficient or uncollected funds	☐	■

If yes, please provide a copy of the notice displayed/provided to the consumer that a check returned for insufficient or uncollected funds may be re-presented electronically via the ACH network.

22) What is the transaction frequency? Check all that apply:

	Yes	No
One-time / Single payment	■	☐
Recurring payment	■	☐

23) If processing ACH transactions, what software are you using? (check all that apply)

■ SPS achXPRESS ☐ Host-to-Host Integration ☐ Property Boss ☐ SiteLink

☐ ClubSoft ☐ WinCable ☐ ePN ☐ Storage Commander

☐ Other (please specify): _____

24) Where is the ultimate destination of your settlement funds? ■ United States ☐ Other

If not the U.S., then please explain: N/A

25) What is your refund policy? No Refunds

26) Have you previously processed ACH transactions? Yes ☐ No ■

If yes, please provide last 60 days return rates:

Administrative Returns% _____ Unauthorized Returns% _____ Total Returns% _____

Please, also attach your last 3 months processing history including volume in # and $ and returns in # and $.

27) Is there anything else you would like to add that might help us properly underwrite this account and set up properly on the front end to help avoid any potential issues with the ODFI once processing has begun? (ie. Volume seasonality, unusually high volume days, high returns volume, etc.) Yes ☐ No ■

If yes, please explain: _____

28) Please specify your desired **debit** transaction limits:

Maximum Individual Transaction: $ _____ Maximum Daily: $ _____

Maximum Weekly: $ _____ Maximum Monthly: $ _____

29) Do you intend on processing credits? Yes ☐ No ■

If yes, please explain why and specify those desired limits below: _____

Maximum Individual Transaction: $ _____ Maximum Daily: $ _____

Maximum Weekly: $ _____ Maximum Monthly: $ _____

Printed Name _____ Title _____

Signature _____ Date _____

Please complete this form and return with requested documents to Secure Payment Systems. You can do so by faxing to (858) 549-1323 (ATTN: Contracts) or as an attachment via the secure email link "SPS/APS Secure Link" on the lower right side of the SPS website home page at www.securepaymentsystems.com and send to contracts@securepaymentsystems.com .

Thank you for your Cooperation!

10/9/15

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-336

MEETING:	August 6, 2024
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Approve an Agreement with Mason, Bruce & Girard, Inc., in the Amount of $211,000 for Project Management of the Mariposa Creek Hazardous Fuels Reduction Project; and Authorize the Board Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Mason, Bruce & Girard, Inc., in the Amount of $211,000 for Project Management of the Mariposa Creek Hazardous Fuels Reduction Project; and Authorize the Board Supervisors Chair to Sign the Agreement.

On May 13, 2024, the Public Works Department(PWD) released an RFP for the Mariposa Creek Hazardous Fuel Reduction Project.

On June 11, 2024, PWD received one qualified, responsible bid from Mason, Bruce & Girard, Inc.

The Mariposa Creek Hazardous Fuels Reduction Project requires a natural resources consultant for project planning and administration. This will consist of actions and analysis needed to meet the requirements of California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA), which will align with the grant funding requirements set forth by Cal OES and FEMA.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The grant was divided into two phases. Phase 1 includes design and environmental work and Phase 2 is construction. On April 16, 2024, Resolution 2024-160, the Board accepted a grant award from the Hazard Mitigation Grant Program and authorized Phase I in the amount of $185,640.

FEMA's Hazard Mitigation Grant Program provides funding to state, local, tribal, and territorial governments to enable them to develop Local Hazard Mitigation Plans, to rebuild what was lost in a disaster and to fund projects that reduces, or mitigates, future disaster losses in their communities.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Should the Board not approve the agreement, the town of Mariposa will remain vulnerable to wildfire which would cause catastrophic damages and loss of life, businesses, county infrastructure, the historical courthouse and buildings, and completely devastate the economic platform of Mariposa County. The land that borders the Mariposa Creek Way includes: undeveloped county parcels, a handful of private residential parcels, Creekside Terrace; a recently built, low-income housing

community, Idle Wheels; a senior mobile home retirement community, two Habitat for Hummanity homes, as well as the town's sole grocery store.

FINANCIAL IMPACT

The grant amount is $3,849,975.00. The FEMA portion is $2,887,481.25 (75%), and the CalOES portion is $962,493.75 (25%). There is no local match requirement.

The Mason, Bruce & Girard contract is $211,000 for both Phase 1 and Phase 2. Phase 1, which includes Project Management, Pre-Assessment, Environmental Documents, and Right-of-Way, totals $143,500. Fund 3643-350-60301 includes $185,640 for Phase 1, covering both consultant and staff time. Phase 2 funds will be available upon completion of the NEPA document.

ATTACHMENTS

1. **Resolution_2024-160**
2. **Mason Bruce & Girard_Agreement**

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-160

MEETING: April 16, 2024

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Accept Grant Award from the Hazard Mitigation Grant Program; Prepare CA Match in the Amount of $185,640 for Phase I of the Mariposa Creek Way Hazardous Fuels Reduction Project; Authorize the Sheriff to Sign Grant Agreement; Authorize the Public Works Director to Execute all Remaining Documents Necessary to Secure and Implement the Grant (Subject to Approval as to Legal Form by County Counsel); and Approve Budget Action Recognizing Unanticipated Revenue ($185,640)

RECOMMENDATION AND JUSTIFICATION

Accept Grant Award from the Hazard Mitigation Grant Program; Prepare CA Match in the Amount of $185,640 for Phase I of the Mariposa Creek Way Hazardous Fuels Reduction Project; Authorize the Sheriff to Sign Grant Agreement; Authorize the Public Works Director to Execute all Remaining Documents Necessary to Secure and Implement the Grant (Subject to Approval as to Legal Form by County Counsel); and Approve Budget Action Recognizing Unanticipated Revenue ($185,640).

Phase I funding consists of $141,400 from Federal Funding and $44,200 from Prepare CA Match.

BACKGROUND AND HISTORY OF BOARD ACTIONS

FEMA's Hazard Mitigation Grant Program provides funding to state, local, tribal and territorial governments to enable them to develop Local Hazard Mitigation Plans, to rebuild what was lost in a disaster and to fund projects that reduces, or mitigates, future disaster losses in their communities. This grant funding is available after a presidentially declared disaster.

During Oak Fire recovery, the Mariposa County Office of Emergency Services submitted a sub application for a Post-Fire Hazard Mitigation Grant. The proposed Hazardous Fuels Reduction project would treat approximately 500 acres along the Mariposa Creek Way to protect the town of Mariposa, which is the county seat. The historic town of Mariposa is the largest community in Mariposa County. It is the center of all county infrastructure, home to the oldest original courthouse in California, the population center, local businesses, a number of vulnerable housing communities and the primary transportation pathway in and out of the county and Yosemite National Park. The Mariposa Creek Way runs below Baumgardner Ridge, which has been a stronghold to the Historic Mariposa Township and has protected the town numerous times from close wildfire. However, hazardous ladder fuels along the creek way and up the steep slope of the ridge pose a major threat to the town should wildfire ever make contact with this area. The project correlates with the Baumgardner Fuel Break project facilitated by the Mariposa County Fire Safe Council in partnership with CalFire. This proposed action is to protect life and property, decrease the severity of fire and slowing down the spread, reducing the risk of wildfire.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Without action (negative action), the town of Mariposa will remain vulnerable to wildfire which would cause catastrophic damages and loss of life, businesses, county infrastructure, the historical courthouse and buildings, and completely devastate the economic platform of Mariposa County. The land that borders the Mariposa Creek Way includes: undeveloped county parcels, a handful of private residential parcels, Creekside Terrace; a recently built, low-income housing community, Idle Wheels; a senior mobile home retirement community, two Habitat for Hummanity homes, as well as the town's sole grocery store. Should wildfire be eminent and the need to evacuate residents arise, the senior communities as well as the county jail would place an immense burden on first responders and search and rescue personnel, especially since a majority of residents in senior housing would have ambulatory concerns.

FINANCIAL IMPACT

None. The total Post-Fire Hazard Mitigation Grant project for Phase I totals to $185,640. Federal funding covers 75% of the grant total and the remaining 25% has been awarded by Prepare CA Match funds.

ATTACHMENTS

1. **FM5419-AP00979 Supp_4 Apvl Ltr (SRMC incl)**
2. **HMGP Mariposa Creek Way HFR Budget Action 03282024**

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	PROJECT	INCREASE	DECREASE
3643	350	45063	State Grant Revenue		(44,200)	
3643	350	46052	Federal Revenue		(141,440)	
3643	350	60301	General Professional Services		185,640	
					0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget , or transferring appropriation from Contingencies

( ) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit;

DEPT HEAD SIGNATURE [signature] DATE 3/28/24

APPROVED BY RES NO. 24-160 CLERK [signature] DATE 4.23.24

DEPARTMENT Public Works - Engineering

AUDITOR'S USE ONLY
BA #

AGREEMENT FOR REGISTERED PROFESSIONAL FORSTER

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of August, 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Mason Bruce & Girard, 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 years, commencing on AUGUST 6, 2024, through and including AUGUST 5, 2027. This Agreement may be extended ONE (1) additional consecutive twelve (12) month period upon the written approval of both parties no later than thirty (30) days prior to the expiration of the initial term. The DIRECTOR OF PUBLIC WORKS & TRANSPORTATION is authorized to execute such written approval on behalf of County cased on Contractor's satisfactory performance.

2. SERVICES

Contractor shall perform A & E Services 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 $211,000, 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:
Mason Bruce & Girard, Inc.
701 High Street, Suite 207
Auburn, CA 95603

COUNTY:
Director of Public Works and
Transportation
4639 Ben Hur Road
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement,

Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so

with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

Michael L. Lester, President
Mason, Bruce & Girard, Inc.

COUNTERSIGNED:
(Government Code §25103)

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

MARIPOSA COUNTY

MARIPOSA CREEK HAZARDOUS FUELS REDUCTION PROJECT MANAGEMENT

July 8, 2024

MASON BRUCE & GIRARD
Natural Resource Consultants

PROJECT: Mariposa Creek Hazardous Fuels Reduction Project

PROJECT LOCATION: Mariposa, California – Between Highway 49 and Highway 140

CLIENT: Mariposa County

Client's Contact/Project Manager (PPM):

Name: Matiel Holloway

Title: Senior Civil Engineer

Email: mholloway@mariposacounty.org

Contractor's Primary Contact/Project Manager (CPM):

Name: Jeb Brooks

Title: Registered Professional Forester License No. 3201

Email: JBrooks@masonbruce.com

OVERVIEW/BACKGROUND:

Mariposa County has secured grant funding from the Federal Emergency Management Agency (FEMA) through the California Office of Emergency Services (CalOES) for hazardous fuels mitigation work on approximately 500 acres of densely vegetated lands that are situated directly west of the town of Mariposa's core area, between Highways 49 and 140. The purpose of this contract is to secure the consulting services of Mason, Bruce, & Girard Natural Resource Consultants for project planning and administration of project implementation. The planning process will consist of the actions and analysis needed to meet the requirements of the California Environmental Quality Act (CEQA) AND the National Environmental Protection Act (NEPA), and will align with the grant funding requirements set forth by CalOES and FEMA

TASKS AND DESCRIPTIONS:

Pursuant to the requirements of CEQA and NEPA as administered by CalOES and FEMA, the consulting firm of Mason, Bruce, & Girard shall perform the following consulting services in preparation and administration of the Mariposa Creek Hazardous Fuels Reduction Project:

- Collect necessary pre-assessment information related to project needs and objectives.
- Utilize GIS and in-field review to determine appropriate treatment boundaries.
- Determine appropriate and effective hazardous fuels treatment prescriptions/specifications.
- Identify sensitive resources, potential impacts and mitigations to support a CEQA determination.
- Prepare an Initial Study & Mitigated Negative Declaration (IS-MND) to address potential impacts and mitigations.
- Complete the FEMA checklist for NEPA compliance – similar to the IS-MND process, formatted to meet the needs of FEMA.
- Ensure any applicable permits are acquired.
- Obtain Right-of-Entry Agreements from property owners within the project area.
- Coordinate with property owners throughout project planning and implementation.
- Development of the bid package to be distributed to prospective implementation contractors.
- Conduct pre-bid meeting with implementation contractors.
- Take part in the contractor selection process.
- Provide oversight during implementation phase.
- Provide support in the development of quarterly and project close out reports to CalOES.
- Coordination with state and federal agencies, including but not limited to, CalOES, FEMA, CalFIRE, CDFW, and tribal representatives.
- Overall project management as described in the County's RFP.

DELIVERABLES:

- Daily field inspection documents
- Biological and Cultural inspection documents
- Project files (IS-MND, FEMA checklist, maps, bid package etc.)
- Meeting agendas and meeting minutes
- Post-treatment photos

Exhibit B
COST PROPOSAL

Cost Proposal

MB&G has provided a cost proposal for each service of the proposal. MB&G will submit the certified payroll records, as required post award. MB&G will comply with all CalOES requirements.

MB&G's cost proposal.

Scope of Service	MB&G Estimated Fee
Project Management	$13,500.00
Pre-Assessment	$40,500.00
Environmental Documents[1]	$87,500.00
Right-of-Way	$2,000.00
Bidding Support	$4,500.00
Construction Engineering/Construction Management	$57,000.00
Project Coordination	$6,000.00
Total Fee	**$211,000.00**

[1]the archeological fee estimate allows for the recording of up to two sites.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/3/2024

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 JD Fulwiler & Co., Insurance 5727 S Macadam Ave. Portland OR 97239	CONTACT NAME: Andrew Ferebee-Sporko PHONE (A/C, No, Ext): 503-977-5634 FAX (A/C, No): 503-977-5634 E-MAIL ADDRESS: aferebee-sporko@jdfulwiler.com
INSURED MASOBRU-01 Mason Bruce & Girard, Inc. 707 SW Washington, Suite 1300 Portland OR 97205	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Federal Insurance Co — 20281 INSURER B : Travelers Casualty Insurance Company of America — 19046 INSURER C : Great Northern Insurance Co — 20303 INSURER D : Hartford Fire Insurance Co — 19682 INSURER E : Beazley Insurance Company Inc — 37540 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 371404093 **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	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		36061706	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 WA Stop gap	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			73612935	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired Auto PD Deds	$ 1,000,000 $ $ $ $ 500/1,000
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 0			78195468	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		52WECPI7230	1/1/2024	1/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B E	Professional Liability Cyber Liability			106620746 W34B77240201	11/1/2023 4/16/2024	11/1/2024 4/16/2025	Aggregate Each Claim $2M Breach Response	5,000,000 5,000,000 $2M Policy Agg.

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

Excess Umbrella: 75119C221ALI 1/1/24-1/1/25 Aggregate: 5,000,000 Each Occurrence: $5,000,000
Crime/Fidelity $5,000,000 Limit; Fiduciary Liability $5,000,000 Travelers Insurance Company 107198509 1/1/2024 – 1/1/25
OR Work Comp policy # 487388 1/1/24 - 1/1/25 Each Occurrence:500,000
Other States WC covers CO, IL, CA VA, NC, TX, MO and VT Policy # 52WECPI7230 1/1/24 to 1/1/25 1,000,000 coverage.

Mariposa County, California is added as additional insureds, Primary Non-Contributory applies but only as respects operations of the named insured in accordance with the policy terms, conditions & exclusions.

CERTIFICATE HOLDER

Mariposa County, California
4639 Ben Hur Road
Mariposa CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-337

MEETING:	August 6, 2024
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Ratify an Agreement with United States Department of Agriculture (USDA) Forest Service for an Emergency Incident Helibase at Mariposa-Yosemite Airport

RECOMMENDATION AND JUSTIFICATION

Ratify an Agreement with United States Department of Agriculture (USDA) Forest Service for an Emergency Incident Helibase at Mariposa-Yosemite Airport.

Public Works staff has successfully negotiated an Agreement for Emergency Use of Facility with the USDA Forest Service for the use of the Mariposa-Yosemite Airport.

In addition to the agreement between the County and the USDA Forest Service, the County acknowledges the Fixed Base Operator's (FBO's), Airborrn Aviation Services, responsibility to deliver extra non-routine services and operate for extended hours during Emergency Incidents. Consequently, the County will compensate the FBO for these additional costs, expenses, and potential revenue loss as follows:

- Daily Use Fee: USDA Forest Service is to pay the County $100.75 per helicopter pad per day of use. The County will transfer fifty percent (50%) of the helicopter pad revenue to the FBO. This payment covers the expenses associated with the FBO's provision of service during Emergency Incidents.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The County has had Emergency Use of Facilities Agreements with the USDA Forest Service for the Mariposa-Yosemite Airport in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Should the Board not ratify this agreement, the airport may be unable to collect payment from the USDA Forest Service for use of the Mariposa-Yosemite Airport.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **LUA_MariposaCounty_1202RZ24K4107_S209_ONCC_June-JulyAbcMisc**
2. **Preuse Pics_LUA_MariposaAirport_1202RZ24K4107_S209_ONCC_JUNE- JulyABCMISC**
3. **PW - US Forest Service Helibase - 7-22-24**

VOTE RESULT

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

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EMERGENCY FACILITIES & LAND USE AGREEMENT

rev. 05/2024

INCIDENT AGENCY (name, address, phone number)
USDA Forest Service
At-Incident Management Support Branch (AIMS)
1617 Cole Blvd
Lakewood, CO 80401
Attn: Darrin Jackson, c: 509-818-7705

AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT
AGREEMENT NUMBER:
1202RZ24K4107

EFFECTIVE DATES
a. beginning: **07/16/2024**
b. ending: **End of incident or when released**

OWNER (name, address, phone number-include day/night/cell)
MARIPOSA COUNTY
4639 Ben Hur Road
Mariposa, CA 95338

POINT OF CONTACT (if applicable**): Samuel Cerveny (Deputy Director Public Works), c: 209-347-3140**
Alternate: Shannon Hansen (Director Public Works), c: 209-617-3891, o: 209-966-5356
EMAIL: scerveny@mariposacounty.org; shansen@mariposacounty.org
PAYMENT ADDRESS: ☐ Same as above, or
COUNTY OF MARIPOSA
4639 Ben Hur Road
Mariposa, CA 95338-9474
UEI SAM #: **PNG4LUYEKK53**
REGISTERED IN SAM.GOV: ☒ **Yes** or ☐ No**,** Vendor Code Information Worksheet (VCIW) is attached.
EIN/SSN (only if not in SAM):
County: **Mariposa** State: **CA** Township: 5S Range: 18E Section: 7

INCIDENT NAME: **JUNE- JULY ABC MISC**

INCIDENT NUMBER: **CA-SNF-000656**

RESOURCE ORDER NUMBER: **S-209**

MODIFICATION No/DATE: _____

MODIFICATION CO Initials: _____

TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES):
☐ SMALL BUSINESS ☐ LARGE BUSINESS ☐ SMALL DISADVANTAGED OWNED ☐ WOMEN OWNED ☐ HUBZONE
☐ SERVICE DISABLED VETERAN ☐ PUBLIC ENTITY ☒ GOVERNMENT ☒ OTHER

The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for ***use as a HELIBASE for helicopters operations and equipment staging to support wildland fire suppression operations.***

DESCRIPTION OF LAND/FACILITIES: Address or specific location. If street or highway address is unavailable, use distance from nearest city, crossroads, or other significant landmark. The local description of how to get to the land/facilities is also acceptable. (attach separate sheet if more space is necessary)

The physical location for the Mariposa-Yosemite Airport is as follows (see website for details):

FAA Identifier:	***MPI***
Lat/Long:	***37.5108611,-120.0395278***
Elevation:	***2254.2 ft. / 687.1 m (surveyed)***
From city:	***4 miles West of MARIPOSA, CA 95338***
Time zone:	***UTC -7 (UTC -8 during Standard Time)***
Address:	*5020 Macready Way, Mariposa, CA 95338*

Currently five (5) helicopters for incident, but possibly more which is dependent based on fire activity. NOTE: Operations for use of the airport for helicopter staging may include some equipment staging for incident ops. Staging may include portable toilets, handwashing stations, additional dumpster (if needed), and incident vehicles for helibase operations. Daily rate is based on the # of pads used at the airport by incident to include additional staging.

RATE: For each day that the land/facilities are used, the Government will pay the rate of **$100.75 daily each helicopter pad**. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be N/A, regardless of the length of use. The maximum amount to be paid under this agreement shall not exceed $100,000. Payment shall be in accordance with the incident Agency payment procedures.

Rate Breakdown: *The daily rate is per helicopter pad used by incident. If vehicles, portable toilets, handwashing stations, etc. are staged onsite/on a pad, that's included as part of the daily rate for the overall # of pads used by incident.*

UTILITIES AND SERVICES:
☒ The above rate includes utility charges for the following: ☐ DIESEL ☐ GAS ☒ ELECTRICITY (where available) ☒ WATER ☐ TOILET SUPPLIES ☐ JANITORIAL SERVICES & SUPPLIES ☒ TRASH REMOVAL ☐ SEPTIC SERVICE ☐ EXISTING TELECOMMUNICATIONS
☐ The above rate excludes utility charges. The Government will pay to the owner the sum determined due by the CO based on: N/A

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RESTORATION: Restoration beyond ordinary wear and tear. (check only one)

☐ The above sum includes Government restoration of land/facilities. Restoration shall be performed to the extent reasonably practical. Restoration work includes: n/a

☒ The above sum excludes restoration of land/facilities. Reasonable costs incurred by the owner (beyond ordinary wear and tear) in restoring land/facilities to their prior condition shall be submitted, in writing, to the Contracting Officer.

ALTERATIONS: The Government may make alterations, attach fixtures or signs, erect temporary structures in or upon the land/facilities, install temporary culverts, trenching for utilities, which shall be the property of the Government. Alterations will be removed by the Government after the termination of the emergency use, unless otherwise agreed.

ORAL STATEMENTS: Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.

ORDINARY WEAR AND TEAR: Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident.

CONDITION REPORTS: A joint pre and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition.

OTHER: Describe in detail: _____

TERMS AND CONDITIONS: See attachment.

INSURANCE/ INDEMINIFCATION: The United States Federal Government is self-insured and does not have the authority to indemnify and hold harmless the owner, **MARIPOSA COUNTY** from any and all claims, liabilities, losses, damages, charges, etc. The owner, **MARIPOSA COUNTY** does not have the authority to indemnify and hold harmless the United States Federal Government from any and all claims, liabilities, losses, damages, charges etc. The owner, **MARIPOSA COUNTY** will be responsible for errors, omissions and negligence of its employees. The United States Federal Government will be responsible for errors, omissions and negligence of its employees to the extent provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671-2680, as amended by P.L. 89-506, 80-Stat. 306].

CHECKLIST(s): See attachment. Fill in the following drawing showing the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features which help describe the area.

FEDERAL ACQUISITION REGULATION CLAUSES:

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov/

FAR 52.213-4 Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Products and Commercial Services) (MAY 2024)
FAR 52.222-3 Convict Labor (June 2003)
FAR 52.232-1 Payments (APR 1984)
FAR 52.232-11 Extras (APR 1984)
FAR 52.232-17 Interest (MAY 2014)
FAR 52.232-25 Prompt Payment (JAN 2017)
FAR 52-233-1 Disputes (MAY 2014) ALT I (DEC 1991)
FAR 52.243-1 Changes—Fixed Price (AUG 1987)ALT I(APR 1984)
FAR 52.249-4 Termination for the Convenience of the Government (Services)(Short Form)(APR 1984)
FAR 52.249-8 Termination for Default (Fixed-Price Supply and Service)(APR 1984)

Loss, Damage or Destruction: The Government will assume liability for the loss, damage, or destruction of facilities furnished under this Agreement, provided that no reimbursement will be made for loss, damage, or destruction when due to (1) ordinary wear and tear or (2) the fault or negligence of the owner or the owner's agent(s).
Any warranted procurement personnel may modify or settle claims for this agreement within their warranted authority.

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	CONTRACTING OFFICER'S SIGNATURE:	DATE:
DocuSigned by: Miles S Menetrey 843EC70C19BE428...	7/22/2024 | 2:	DocuSigned by: Darrin Jackson C5F46F3A27F48A...	7/22/2024 | 7:19
PRINT NAME AND TITLE: **Miles Menetrey**, Chair, Board of Supervisors PHONE NUMBER: 209-966-3222 EMAIL: mmenetrey@mariposacounty.org	Approved as to Form DocuSigned by: Steven W Dahlem F6A418E06B394BF... Steven W. Dahlem County Counsel	PRINT NAME AND TITLE: **DARRIN JACKSON**, Contracting Officer PHONE NUMBER: 509-818-7705 EMAIL: darrin.jackson@usda.gov	

Docusign Envelope ID: DE5A7A22-DEA3-470E-94D8-4D9106E8719B

ATTACHMENT 1

PRE-USE INSPECTION: Description or photos/ condition immediately prior the Government's occupancy. Refer to attached checklist. **See the pre-use pictures attached separately.**

Overview of Mariposa-Yosemite Airport, LAT/LONG: *37.5108611,-120.0395278*



1. **Fixed Base Operator Facilities**
2. **Helibase operations areas**
3. **General Aviation operations areas**
4. **Runway open for General Aviation.**

Approved as to Form:
DocuSigned by:
Steven W Dahlem
F6A418F06B394BF...
Steven W. Dahlem, County Counsel

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	GOVERNMENT AGENT/ EMPLOYEE'S SIGNATURE:	DATE:
DocuSigned by: Miles S Menetrey B43FC70C19BE446...	7/22/2024 | 2:41 PM PDT		
PRINT NAME AND TITLE: Miles Menetrey, Chair, Board of Supervisors		PRINT NAME AND TITLE: **Dick Reynolds,** (LOGS Chief), Incident Contact	
PHONE NUMBER: 209-966-3222 EMAIL: mmenetrey@mariposacounty.org		PHONE NUMBER: 559-862-9086 EMAIL: logchief1@gmail.com	

Docusign Envelope ID: DE5A7A22-DEA3-470E-94D8-4D9106E8719B

POST-USE INSPECTION: Description of photos/condition immediately following the Government's occupancy.

☐ NO DAMAGE NO CLAIMS

TOTAL AMOUNT DUE $_____

RELEASE OF CLAIMS STATEMENT: Contract release for and in consideration of receipt of payment in the amount shown in 'total amount due'. Contractor hereby releases the Government from any and all claims arising under this agreement except as reserved in remarks.

REMARKS:

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	GOVERNMENT AGENT/ EMPLOYEE'S SIGNATURE:	DATE:
PRINT NAME AND TITLE: PHONE NUMBER: _____ EMAIL: _____		PRINT NAME AND TITLE: PHONE NUMBER: _____ EMAIL: _____	

Docusign Envelope ID: DE5A7A22-DEA3-470E-94D8-4D9106E8719B

Agreement Number: 1202RZ24K4107
Owner: MARIPOSA COUNTY

RESOURCE ORDER	Initial Date/Time	2.Incident / Project Name	3. Incident / Project	Financial Codes
SUPPLY	06-20-2024 1422 PST	JUNE- JULY ABC MISC	CA-SNF-000656	P5EK16(0515) [P] P5EK1624
			4. Office Reference Number 000656	9. Jurisdiction / Agency Sierra National Forest

5. Descriptive Location	6. TWN	RNG	SEC	Base MDM	8. Incident Base / Phone Number	10. Ordering Office
JUNE- JULY ABC MISC CA-SNF-000656					(559) 348-0239 (559) 500-4546 Main 559-500-4546 Main Incoming SM.FS.SNFdispatch@usda.gov (559) 500-4544	Sierra National Forest Emergency Command Center
	LAT. 36° 46' 19" N					
	LONG. 119° 42' 03" W					

11. Aircraft Information

Bearing	Distance	VOR	Contact Name	Frequency Type	Assigned Frequency	Reload Base	Other Aircraft / Hazards
NaN°	3952	NL		AirTactics	166.3375		
NaN°	3953	ZYT		AirToAir	128.6250		
NaN°	3955	YYT		AirToGround	168.4000		
				Command	SNF FOREST NET RX 172.2250 TX 164.7875		

12. Request Number	Ordered Date/Time	From	To	Qty	Resource Requested	Needed Date/Time	Deliver To	From Unit	To Unit	Assigned Date/Time	Resource Assigned Unit ID	Resource Assigned	M/D Ind	Estimated Time Of Departure	Estimated Time Of Arrival	Released Date	Released To
S-209	2024-07-16 1328 PDT	(559) 500-4546	CA-SICC	1	Service - Land Rental	2024-07-16 1800 PDT	JUNE-JULY ABC MISC CA-SNF-000656	CA-SICC	CA-SICC	Invalid date		Pending					

Travel Mode	Financial Code	Named Request	Special Needs	Navigation/Reporting Instructions
G	P5EK16(0515)		Mariposa Airport. 5020 Macready Way Mariposa, CA 95338	Incident Jetport(s): FAT* Mariposa Airport. 5020 Macready Way Mariposa, CA 95338

13. User Documentation

Req. No.	Documentation	Entered By

DocuSign

Certificate Of Completion

Envelope Id: DE5A7A22DEA3470E94D84D9106E8719B
Status: Sent
Subject: Complete with Docusign: PW - CoCo - US Forest Service Helibase - 7-22-24.pdf
Source Envelope:
Document Pages: 5
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

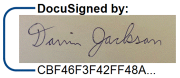
Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
COBagreements@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

Status: Original
7/22/2024 11:55:07 AM
Holder: Mariposa Clerk of the Board
COBagreements@mariposacounty.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
Steven W Dahlem sdahlem@mariposacounty.org County Counsel Security Level: Email, Account Authentication (None)	DocuSigned by:  F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 7/22/2024 11:57:48 AM Viewed: 7/22/2024 12:59:09 PM Signed: 7/22/2024 12:59:22 PM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Miles S Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair County of Mariposa Security Level: Email, Account Authentication (None)	DocuSigned by:  B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 64.118.119.254	Sent: 7/22/2024 12:59:23 PM Viewed: 7/22/2024 2:40:27 PM Signed: 7/22/2024 2:41:10 PM
Electronic Record and Signature Disclosure: Accepted: 2/16/2023 5:48:07 PM ID: 190c885b-38bf-47d2-91f4-909adbc5aa30		
Darrin Jackson darrin.jackson@usda.gov Security Level: Email, Account Authentication (None)	DocuSigned by:  CBF46F3F42FF48A... Signature Adoption: Uploaded Signature Image Using IP Address: 174.164.179.74	Sent: 7/22/2024 2:41:12 PM Viewed: 7/22/2024 7:19:18 PM Signed: 7/22/2024 7:19:45 PM
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Dick Reynolds logchief1@gmail.com Security Level: Email, Account Authentication (None)		Sent: 7/22/2024 7:19:46 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Signer Events	Signature	Timestamp
Samuel Cerveny scerveny@mariposacounty.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/31/2023 8:42:21 AM ID: 48f6ef34-200b-42b6-9aef-1c71a06c0ab0		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/22/2024 11:57:48 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact County of Mariposa:

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

To advise County of Mariposa of your new email address

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

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

To request paper copies from County of Mariposa

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

To withdraw your consent with County of Mariposa

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Agreement No: 1202RZ24K4107
Incident Name: JUNE- JULY ABC MISC / **RO #:** S-209 / **Owner Name**: Mariposa County

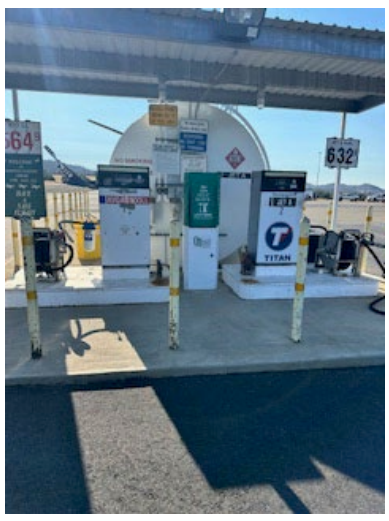
Pre-Use Inspection *(Continued from page 3 of 4 on Agreement)*

Date of Inspection: *07/16/2024*

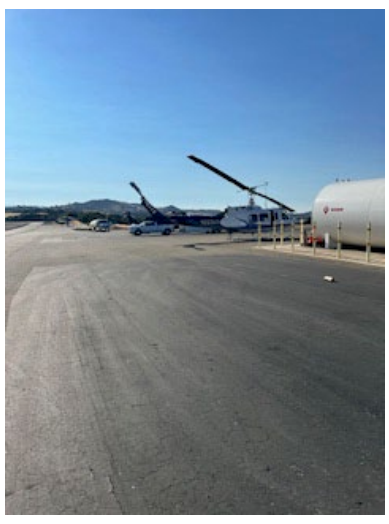
Mariposa-Yosemite County Airport

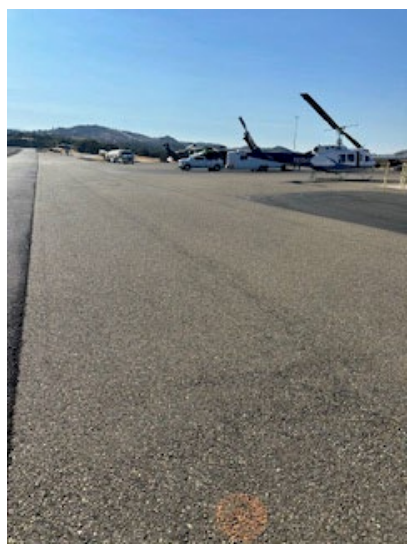


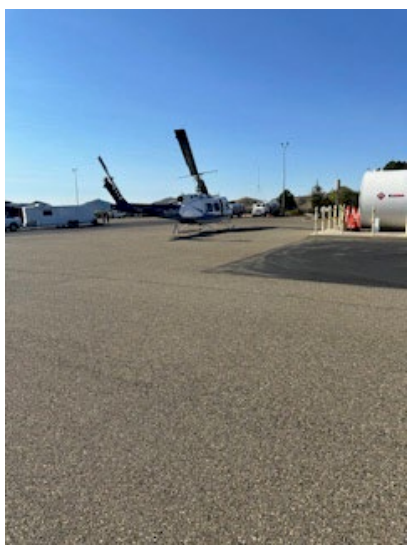




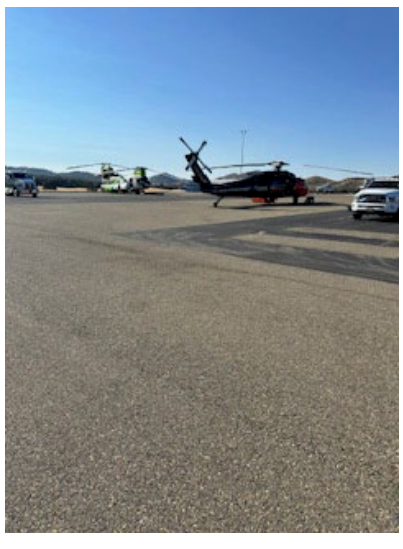


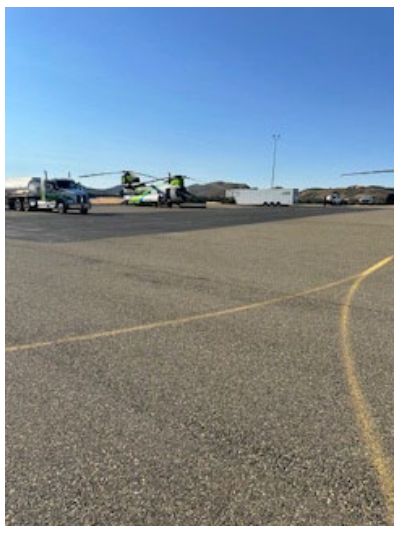








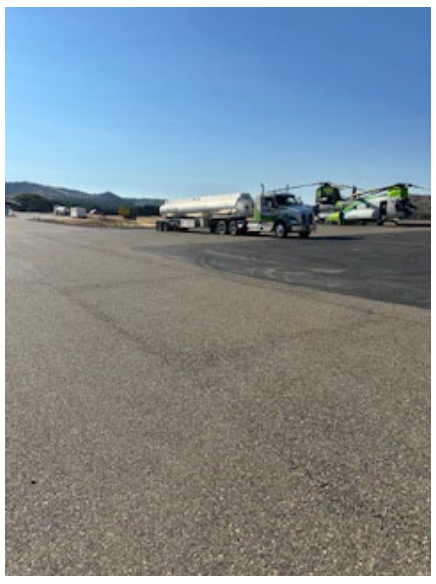




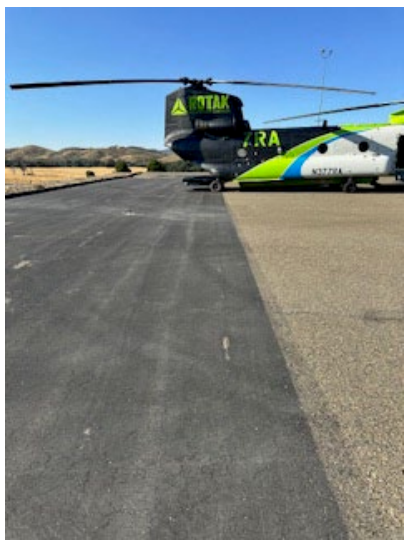
Agreement No: 1202RZ24K4107
Incident Name: JUNE- JULY ABC MISC / **RO #:** S-209 / **Owner Name**: Mariposa County

Pre-Use Inspection *(Continued from page 3 of 4 on Agreement)*

Date of Inspection: *07/16/2024*











Docusign Envelope ID: DE5A7A22-DEA3-470E-94D8-4D9106E8719B

EMERGENCY FACILITIES & LAND USE AGREEMENT

rev. 05/2024

INCIDENT AGENCY (name, address, phone number)
USDA Forest Service
At-Incident Management Support Branch (AIMS)
1617 Cole Blvd
Lakewood, CO 80401
Attn: Darrin Jackson, c: 509-818-7705

AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT
AGREEMENT NUMBER:
1202RZ24K4107

EFFECTIVE DATES
a. beginning: **07/16/2024**
b. ending: **End of incident or when released**

OWNER (name, address, phone number-include day/night/cell)
MARIPOSA COUNTY
4639 Ben Hur Road
Mariposa, CA 95338

POINT OF CONTACT (if applicable**): Samuel Cerveny (Deputy Director Public Works), c: 209-347-3140**
Alternate: Shannon Hansen (Director Public Works), c: 209-617-3891, o: 209-966-5356
EMAIL: scerveny@mariposacounty.org; shansen@mariposacounty.org
PAYMENT ADDRESS: ☐ Same as above, or
COUNTY OF MARIPOSA
4639 Ben Hur Road
Mariposa, CA 95338-9474
UEI SAM #: **PNG4LUYEKK53**
REGISTERED IN SAM.GOV: ☒ **Yes** or ☐ No**,** Vendor Code Information Worksheet (VCIW) is attached.
EIN/SSN (only if not in SAM):
County: **Mariposa** State: **CA** Township: 5S Range: 18E Section: 7

INCIDENT NAME: **JUNE- JULY ABC MISC**

INCIDENT NUMBER: **CA-SNF-000656**

RESOURCE ORDER NUMBER: **S-209**

MODIFICATION No/DATE: _____

MODIFICATION CO Initials: _____

TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES):
☐ SMALL BUSINESS ☐ LARGE BUSINESS ☐ SMALL DISADVANTAGED OWNED ☐ WOMEN OWNED ☐ HUBZONE
☐ SERVICE DISABLED VETERAN ☐ PUBLIC ENTITY ☒ GOVERNMENT ☒ OTHER

The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for ***use as a HELIBASE for helicopters operations and equipment staging to support wildland fire suppression operations.***

DESCRIPTION OF LAND/FACILITIES: Address or specific location. If street or highway address is unavailable, use distance from nearest city, crossroads, or other significant landmark. The local description of how to get to the land/facilities is also acceptable. (attach separate sheet if more space is necessary)

The physical location for the Mariposa-Yosemite Airport is as follows (see website for details):

FAA Identifier:	***MPI***
Lat/Long:	***37.5108611,-120.0395278***
Elevation:	***2254.2 ft. / 687.1 m (surveyed)***
From city:	***4 miles West of MARIPOSA, CA 95338***
Time zone:	***UTC -7 (UTC -8 during Standard Time)***
Address:	*5020 Macready Way, Mariposa, CA 95338*

Currently five (5) helicopters for incident, but possibly more which is dependent based on fire activity. NOTE: Operations for use of the airport for helicopter staging may include some equipment staging for incident ops. Staging may include portable toilets, handwashing stations, additional dumpster (if needed), and incident vehicles for helibase operations. Daily rate is based on the # of pads used at the airport by incident to include additional staging.

RATE: For each day that the land/facilities are used, the Government will pay the rate of **$100.75 daily each helicopter pad**. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be N/A, regardless of the length of use. The maximum amount to be paid under this agreement shall not exceed $100,000. Payment shall be in accordance with the incident Agency payment procedures.

Rate Breakdown: *The daily rate is per helicopter pad used by incident. If vehicles, portable toilets, handwashing stations, etc. are staged onsite/on a pad, that's included as part of the daily rate for the overall # of pads used by incident.*

UTILITIES AND SERVICES:
☒ The above rate includes utility charges for the following: ☐ DIESEL ☐ GAS ☒ ELECTRICITY (where available) ☒ WATER ☐ TOILET SUPPLIES ☐ JANITORIAL SERVICES & SUPPLIES ☒ TRASH REMOVAL ☐ SEPTIC SERVICE ☐ EXISTING TELECOMMUNICATIONS
☐ The above rate excludes utility charges. The Government will pay to the owner the sum determined due by the CO based on: N/A

DS SC

Docusign Envelope ID: DE5A7A22-DEA3-470E-94D8-4D9106E8719B

RESTORATION: Restoration beyond ordinary wear and tear. (check only one)

☐ The above sum includes Government restoration of land/facilities. Restoration shall be performed to the extent reasonably practical. Restoration work includes: n/a

☒ The above sum excludes restoration of land/facilities. Reasonable costs incurred by the owner (beyond ordinary wear and tear) in restoring land/facilities to their prior condition shall be submitted, in writing, to the Contracting Officer.

ALTERATIONS: The Government may make alterations, attach fixtures or signs, erect temporary structures in or upon the land/facilities, install temporary culverts, trenching for utilities, which shall be the property of the Government. Alterations will be removed by the Government after the termination of the emergency use, unless otherwise agreed.

ORAL STATEMENTS: Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.

ORDINARY WEAR AND TEAR: Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident.

CONDITION REPORTS: A joint pre and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition.

OTHER: Describe in detail: _____

TERMS AND CONDITIONS: See attachment.

INSURANCE/ INDEMINIFCATION: The United States Federal Government is self-insured and does not have the authority to indemnify and hold harmless the owner, **MARIPOSA COUNTY** from any and all claims, liabilities, losses, damages, charges, etc. The owner, **MARIPOSA COUNTY** does not have the authority to indemnify and hold harmless the United States Federal Government from any and all claims, liabilities, losses, damages, charges etc. The owner, **MARIPOSA COUNTY** will be responsible for errors, omissions and negligence of its employees. The United States Federal Government will be responsible for errors, omissions and negligence of its employees to the extent provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671-2680, as amended by P.L. 89-506, 80-Stat. 306].

CHECKLIST(s): See attachment. Fill in the following drawing showing the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features which help describe the area.

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FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)
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FAR 52.213-4 Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Products and Commercial Services) (MAY 2024)
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FAR 52.232-1 Payments (APR 1984)
FAR 52.232-11 Extras (APR 1984)
FAR 52.232-17 Interest (MAY 2014)
FAR 52.232-25 Prompt Payment (JAN 2017)
FAR 52-233-1 Disputes (MAY 2014) ALT I (DEC 1991)
FAR 52.243-1 Changes—Fixed Price (AUG 1987)ALT I(APR 1984)
FAR 52.249-4 Termination for the Convenience of the Government (Services)(Short Form)(APR 1984)
FAR 52.249-8 Termination for Default (Fixed-Price Supply and Service)(APR 1984)

Loss, Damage or Destruction: The Government will assume liability for the loss, damage, or destruction of facilities furnished under this Agreement, provided that no reimbursement will be made for loss, damage, or destruction when due to (1) ordinary wear and tear or (2) the fault or negligence of the owner or the owner's agent(s).

Any warranted procurement personnel may modify or settle claims for this agreement within their warranted authority.

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	CONTRACTING OFFICER'S SIGNATURE:	DATE:
DocuSigned by: Miles S Menetrey B43EC70C19BE446...	7/22/2024 |	DocuSigned by: Darrin Jackson CBF46F3F42FF48A...	7/22/2024 | 7:19
PRINT NAME AND TITLE:		PRINT NAME AND TITLE:	
Miles Menetrey, Chair, Board of Supervisors	DocuSigned by: Steven W Dahlem F6A416F06B394BF...	**RRIN JACKSON**, Contracting Officer	
PHONE NUMBER: 209-966-3222 EMAIL: mmenetrey@mariposacounty.org	Steven W. Dahlem County Counsel	PHONE NUMBER: 509-818-7705 EMAIL: darrin.jackson@usda.gov	

1202RZ24K4107

ATTACHMENT 1

PRE-USE INSPECTION: Description or photos/ condition immediately prior the Government's occupancy. Refer to attached checklist.

See Attached photos

Overview of Mariposa-Yosemite Airport, LAT/LONG: 37.5108611,-120.0395278



1. **Fixed Base Operator Facilities**
2. **Helibase operations areas**
3. **General Aviation operations areas**
4. **Runway open for General Aviation.**

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	GOVERNMENT AGENT/ EMPLOYEE'S SIGNATURE:	DATE:
Steven D. Wheeler	7/16/24		7-16-24
PRINT NAME AND TITLE: Stan Wheeler FBO Rep.		PRINT NAME AND TITLE: **Iram Pueblas, HEBM – Inspector**	
PHONE NUMBER: 209-966-2143		**559-393-3697**	
EMAIL: airborrn@hotmail		**Iram.pueblas@usda.gov**	
		Dick Reynolds, (LOGS Chief), Incident Contact	
		PHONE NUMBER: 559-862-9086	
		EMAIL: logchief1@gmail.com	

Agreement No: 1202RZ24K4107

POST-USE INSPECTION: Description of photos/condition immediately following the Government's occupancy.

Runway & Taxiway & Parking areas to be cleaned by July 26th
SW

See Attached Photos

Mariposa Airport would like a street sweeper to clean up any loose debris asap. HP/HEBM

☒ NO DAMAGE NO CLAIMS

TOTAL AMOUNT DUE $ _____

RELEASE OF CLAIMS STATEMENT: Contract release for and in consideration of receipt of payment in the amount shown in 'total amount due'. Contractor hereby releases the Government from any and all claims arising under this agreement except as reserved in remarks.

REMARKS:

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	GOVERNMENT AGENT/ EMPLOYEE'S SIGNATURE:	DATE:
Stanley D. Wheeler	7/21/24		7/21/24
PRINT NAME AND TITLE: Stan Wheeler FBO Rep.		PRINT NAME AND TITLE: IRAM PUEBLAS, HEBM-Inspector (559)393-3697 Irampueblas@usda.gov	
PHONE NUMBER: 209-966-2143		Dick Reynolds Logs chief	
EMAIL: airborrn@hotmail.com		PHONE NUMBER: 559 862-9086	
		EMAIL: logchief1@gmail.com	

Docusign Envelope ID: DE5A7A22-DEA3-470E-94D8-4D9106E8719B

Agreement Number: 1202RZ24K4107
Owner: MARIPOSA COUNTY

RESOURCE ORDER	Initial Date/Time	2.Incident / Project Name	3. Incident / Project	Financial Codes
SUPPLY	06-20-2024 1422 PST	JUNE- JULY ABC MISC	CA-SNF-000656	P5EK16(0515) [P] P5EK1624
			4. Office Reference Number 000656	9. Jurisdiction / Agency Sierra National Forest

5. Descriptive Location	6. TWN	RNG	SEC	Base MDM	8. Incident Base / Phone Number	10. Ordering Office
JUNE- JULY ABC MISC CA-SNF-000656					(559) 348-0239 (559) 500-4546 Main 559-500-4546 Main Incoming SM.FS.SNFdispatch@usda.gov (559) 500-4544	Sierra National Forest Emergency Command Center
	LAT. 36° 46' 19" N					
	LONG. 119° 42' 03" W					

11. Aircraft Information

Bearing	Distance	VOR	Contact Name	Frequency Type	Assigned Frequency	Reload Base	Other Aircraft / Hazards
NaN°	3952	NL		AirTactics	166.3375		
NaN°	3953	ZYT		AirToAir	128.6250		
NaN°	3955	YYT		AirToGround	168.4000		
				Command	SNF FOREST NET RX 172.2250 TX 164.7875		

12. Request Number	Ordered Date/Time	From	To	Qty	Resource Requested	Needed Date/Time	Deliver To	From Unit	To Unit	Assigned Date/Time	Resource Assigned Unit ID	Resource Assigned	M/D Ind	Estimated Time Of Departure	Estimated Time Of Arrival	Released Date	Released To
S-209	2024-07-16 1328 PDT	(559) 500-4546	CA-SICC	1	Service - Land Rental	2024-07-16 1800 PDT	JUNE-JULY ABC MISC CA-SNF-000656	CA-SICC	CA-SICC	Invalid date		Pending					

Travel Mode	Financial Code	Named Request	Special Needs	Navigation/Reporting Instructions
G	P5EK16(0515)		Mariposa Airport. 5020 Macready Way Mariposa, CA 95338	Incident Jetport(s): FAT* Mariposa Airport. 5020 Macready Way Mariposa, CA 95338

13. User Documentation

Req. No.	Documentation	Entered By

MARIPOSA COUNTY

Board of Supervisors

Air Pollution Control District

MEETING: August 6, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Ratify the Signature of the Air Pollution Control Officer Dated December 29, 2023 on an Amended Acceptance of the Grant Agreement for AB 617 Community Air Protection Program G21-WSRP-13-1 Amending the Total Amount from $179,770 to a New Amount Not to Exceed $375,400

RECOMMENDATION AND JUSTIFICATION

Ratify the Signature of the AIr Pollution Control Officer Dated December 29, 2023 on an Amended Acceptance of the Grant Agreement for AB 617 Community Air Protection Program G21-WSRP-13-1 Amending the Total Amount from $179,770 to a New Amount Not to Exceed $375,400.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Woodsmoke Reduction Program, part of the California Climate Investments programs, is designed to replace high-polluting, uncertified wood stoves, wood inserts, and fireplaces used for primary home heating with cleaner burning, more efficient home heating devices. The Program will be administered by the California Air Resources Board (CARB) and implemented by the Mariposa Air Pollution Control District in coordination with the California Air Pollution Control Officers Association (CAPCOA). The role of CAPCOA is to centralize and standardize Program implementation. Residents using uncertified wood stoves, wood inserts, or fireplaces as a primary home heating source in Districts awarded Program funds are eligible for incentives. The incentive amount will vary depending on the type of replacement device, location of the residence, and the household income, with low-income households and households in disadvantaged or low-income communities or on tribal lands qualifying for higher incentives. The Program will include an outreach and educational component to ensure that households receiving incentives make informed decisions about how to burn and what to burn to maximize the efficiency of the device and minimize pollution.

In 2018, the Mariposa County Air Pollution Control District accepted a $100,000 grant, as part of a pilot program, from CARB and administered through CAPCOA. The decision at that time was to work with the Low Income Heating Assistance Program (LIHEAP) within Mariposa County Health and Human Services Agency. Under this grant, twenty-two woodstoves were replaced.

In 2019, an additional $100,168.07 grant was accepted by the Air Pollution Control District. The performance period for this grant ran from November 2019 until June 2022. An additional 17 woodstoves were replaced. A waiting list pending additional funding was generated.

In June 2023, the Air Pollution Control District accepted a grant for $179,770. (APCD-2023-001, APCD 2023-005). In November 2023 additional funding became available. The District accepted an additional $195,630 for the Woodsmoke Reduction Program for a total of $375,400.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board should choose not to approve this item, less efficient woodstoves which produce more particulate matter would not be replaced with more efficient and cleaner burning ones.

FINANCIAL IMPACT

There is no impact to the County General Fund. Revenue and appropriations are budgeted for FY 24/25 in the Environment Health Budget Woodsmoke Reduction Grant Fund 3473-457

ATTACHMENTS

1. **G21-WSRP-13-1 Mariposa County APCD signed ak2 FINAL**
2. **APCD 2023-1**
3. **APCD_2023-005**

MARIPOSA COUNTY

Board of Supervisors

Air Pollution Control District 2024-005

MEETING: August 6, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Interim Health and Human Services Agency Director

RE: Ratify the Signature of the Air Pollution Control Officer Dated December 29, 2023 on an Amended Acceptance of the Grant Agreement for AB 617 Community Air Protection Program G21-WSRP-13-1 Amending the Total Amount from $179,770 to a New Amount Not to Exceed $375,400

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1. **G21-WSRP-13-1 Mariposa County APCD signed ak2 FINAL**
2. **APCD 2023-1**
3. **APCD_2023-005**

VOTE RESULT

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

STATE OF CALIFORNIA
California Environmental Protection Agency
California Air Resources Board
ASD/BCGB-337 (Rev 07/2020)

GRANT AGREEMENT COVER SHEET

GRANT NUMBER
G21-WSRP-13-1

NAME OF GRANT PROGRAM	
Woodsmoke Reduction Program	
GRANTEE NAME	
Mariposa County Air Pollution Control District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000880	TOTAL GRANT AMOUNT NOT TO EXCEED ~~$179,770.00~~ **$375,400.00**
START DATE: 6/01/2023	END DATE: ~~6/30/2025~~ **6/30/2027**

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and Mariposa County Air Pollution Control District (the "Grantee or Subrecipient"). **The purpose of Amendment 1 is to extend the time of the project and to add additional funding.**

List of Exhibits:
Exhibit A – Grant Provisions
Exhibit A – Attachment 1 – Grantee Scope of Work
Exhibit B – Required License
Exhibit C – Budget Summary
Exhibit D – Project Schedule
Exhibit E – Insurance Waiver Forms and Examples
Exhibit F – Woodsmoke Reduction Program – Program Guidelines ~~Fiscal Year 2021-2022~~
Grant is contingent on CARB receipt of a Board Resolution or Minute Order prior to funds being disbursed to Grantee.
This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.
The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME		GRANTEE'S NAME (PRINT OR TYPE)	
California Air Resources Board		Mariposa County Air Pollution Control District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY: Alice Kindarara		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Branch Chief	DATE 1/16/2024	TITLE Air Pollution Control Officer	DATE 12/20/23
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 5100 Bullion Street, Mariposa, California 95338	

CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT	PROGRAM	PROJECT	ACTIVITY
$195,630.00	FY 21/22: 3510000L32 **FY 22/23: 3510000L32**	N/A	N/A

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	FUND TITLE	FUND NO.
$179,770.00	Greenhouse Gas Reduction Fund	3228 **3228**

TOTAL AMOUNT ENCUMBERED TO DATE	(OPTIONAL USE)	CHAPTER	STATUTE
$375,400.00	FY 21/22: $179,770.00 **FY 22/23: $195,630.00**	FY 21/22: 249 **FY 22/23: 249**	2021/ AB179 **2022/ AB179**

APPR REF	ACCOUNT/ALT ACCOUNT	REPORTING STRUCTURE	SERVICE LOCATION	FISCAL YEAR (ENY)
101 **102**	5432000 **5432000**	39007100 **39007100**	88511 **88511**	2021/22 **2022/23**

I hereby certify that the California Air Resources Board Budget Office acknowledges that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD BUDGET OFFICE:	DATE

I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE:	DATE

EXHIBIT A

Grant Provisions

1. GRANT SUMMARY AND CONTACT INFORMATION

1.1. The parties agree to comply with the requirements and conditions contained herein, as well as all commitments identified in the following documents:

a. *Woodsmoke Reduction Program – Program Guidelines ~~Fiscal Years 2021-22 Appropriation~~* (Program Guidelines) ~~dated February 15, 2023~~ **modified November 17, 2023 to add 2022-23 Appropriation**, and found in Exhibit F of this Grant Agreement; and

b. The most recent version of the *California Climate Investments Funding Guidelines for Administering Agencies* (Funding Guidelines), found on the Cap-and-Trade Auction Proceeds Funding Guidelines for Administering Agencies website at https://ww2.arb.ca.gov/resources/documents/california-climate-investments-funding-guidelines-administering-agencies and incorporated by reference herein.

1.2. The Woodsmoke Reduction Program (Program) 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. The Program as implemented at the air pollution control district or the air quality management district (District) is referred to as the Project.

1.3. California Climate Investments (CCI) logo and name serves to bring under a single brand the many investments whose funding comes from the Greenhouse Gas Reduction Fund (GGRF). The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits. Grantee agrees to acknowledge the California Climate Investments program whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: 'This publication (or project) was supported by the "California Climate Investments" (CCI) program. Guidelines for the usage of the CCI logo can be found at http://www.caclimateinvestments.ca.gov/logo-graphics-request.



1.4. Grant Summary

Program Title: Woodsmoke Reduction Program 2021-202~~2~~**3**

Grant Funding Amount: ~~$179,770.00~~ **$375,400.00**

The Woodsmoke Reduction Program is a GGRF-funded program designed to replace high-polluting, uncertified wood stoves, wood inserts, and fireplaces used for primary home heating with cleaner burning, more efficient home heating devices. The 2021-2022 **and 2022-2023** GGRF appropriation **each** committed $5,000,000 for this Program. The Program will be administered by CARB and implemented by the District in coordination with the California Air Pollution Control Officers Association (CAPCOA). The role of CAPCOA is to centralize and standardize Program implementation. This Program will further the goals of Assembly Bill 32 (Nunez, Chapter 488, Statutes of 2006) and related statutes (comprising Health and Safety Code Division 25.5) to reduce greenhouse gas emissions, as well as provide important co-benefits in reducing black carbon emissions and improving air quality.

Residents using uncertified wood stoves, wood inserts, or fireplaces as a primary home heating source in Districts awarded Program funds are eligible for incentives. The incentive amount will vary depending on the type of replacement device, location of the residence, and the household income, with low-income households and households in disadvantaged or low-income communities or on tribal lands qualifying for higher incentives. The Program will include an outreach and educational component to ensure that households receiving incentives make informed decisions about how to burn and what to burn to maximize the efficiency of the device and minimize pollution.

1.5. Grant Parties and Contact Information

a. This grant is from CARB to the Mariposa County Air Pollution Control District (hereinafter referred to as Grantee). The Grantee will perform the activities outlined in Section 4, Scope of Work, and Attachment I, Grantee Scope of Work.

b. The CARB Program Liaison is Kasia Turkiewicz or another designee appointed by CARB. Correspondence regarding this Program shall be directed to:

Kasia Turkiewicz
California Air Resources Board
Air Quality Planning and Science Division
Post Office Box 2815
Sacramento, California 95812
Phone: (279) 208-7743
Email: kasia.turkiewicz@arb.ca.gov

c. The Grantee Liaison is Eric Sergienko or another designee appointed by Grantee. Correspondence regarding this Program must be directed to:

Mr. Eric Sergienko
Air Pollution Control Officer
Mariposa County Air Pollution Control District
5100 Bullion Street
Mariposa, CA 95338
Phone: (209) 966-2220
Email: esergienko@mariposacounty.org

1.6. Definitions for terms used in this Grant Agreement can be found in Section 16.

2. GOVERNING BOARD APPROVAL

2.1. Prior to the execution of this Grant Agreement, the Grantee is required to submit to CARB a resolution, minute order, or other approval of its governing board that authorizes the Grantee to enter into this Grant Agreement and that commits the Grantee to comply with the requirements of this Grant Agreement. Alternatively, the Grantee and CARB may execute this Grant Agreement before a Grantee has submitted this governing board resolution, minute order, or other approval to CARB; however, the Grantee may not perform work under this Grant Agreement, and no funding will be disbursed until the Grantee has submitted this governing board resolution, minute order, or other approval to CARB.

3. PROGRAM PERIOD

3.1. Performance of work or other expenses billable to CARB under this Grant may commence after full execution of this Grant Agreement by both parties and Grantee's submission to CARB of its governing board's resolution, minute order, or other approval, described in Section 2 of this

Grant Agreement. Performance on this Grant ends once the Grantee has submitted a draft final report (Project Closeout) or if this Grant Agreement is terminated, whichever is earlier.

3.2. Upon full expenditure of grant funds, the Grantee shall submit a Project Closeout report to the CARB Program Liaison (see Section 12.2.d of this Grant Agreement) after Program completion.

3.3. Funds that Grantee has not liquidated by ~~June 30, 2025~~ **June 30, 2027**, must be returned to CARB within ninety (90) days, or by ~~September 30, 2025~~ **September 30, 2027**. Expenditure of Project funds granted may not be reduced due to any loss incurred in an insured bank or investment account.

3.4. If additional funding becomes available, the CARB Executive Officer in his sole discretion retains the authority to amend this Grant to provide additional disbursement to the Grantee to complete tasks related to the Scope of Work for this Grant Agreement.

4. SCOPE OF WORK

This section defines the nature of the Program and respective duties and requirements of CARB, the Grantee, and CAPCOA in implementing this Grant Agreement.

4.1. The Program will provide incentives towards the replacement of existing uncertified residential wood burning stoves, wood inserts, or fireplaces used for primary space heating with the Program-eligible replacement devices listed in Section 4.2.

4.2. Only the following types of home heating devices are eligible for incentives: electric stove heaters, electric heat pumps, pellet stoves, hybrid wood stoves, catalytic wood stoves, and select non-catalytic wood stoves listed in Table 1. Pellet or wood burning stoves must meet the current New Source Performance Standards (NSPS) to be eligible for incentives.

Table 1. Non-Catalytic Wood Stoves Eligible for Incentives

Manufacturer Name	Model Name	Annual Avg Emission Rate (grams/hr)
Energy Distribution	Invicta Group: Kazan, Kazan GA, Kiara, and Kiara GA	1.8
Energy Distribution	Gaya Ardoise, Itaya, Onyx, Gaya Feuille, Symphonia, Antaya, Theïa, Akan	1.9
HHT/Hearth and Home Tech	21M-ACC-C, Discovery-1-C	1.7
Hearth and Home Technologies	Quadra Fire Expedition II and Vermont Castings Montpelier II	1.8

4.3. Any wood stove removed through this Program must be rendered permanently inoperable and recycled, if recycling is available in the area. If the replacement device is a ductless mini-split heat pump, household may be allowed to retain the old wood burning device to serve as emergency heat in case of a power outage. The approval to retain the old device will be granted on a case-by-case basis by the District. Households would be required to sign an agreement to use their old device only in case of a power outage.

4.4. Incentives offered by other programs can be combined with ones offered by this Program to reduce households' out-of-pocket costs providing the sum of all incentives does not exceed the actual cost of the project and the change-out conforms to all Program requirements.

4.5. CARB is responsible for the following:

a. Participating in meetings with Grantee to discuss Program refinements and guide the administration of the Program.

b. Reviewing and, if appropriate, approving Project elements provided by Grantee.

c. Reviewing and, if appropriate, approving all grant disbursement requests and distribution of funds to Grantee.

d. Working with Grantee and CAPCOA to develop templates for data and report submittals at both Program and Project levels.

e. Providing Project oversight in conjunction with Grantee and CAPCOA.

f. Ensuring Grantee complies, and ensures Project compliance, with applicable requirements of the Program Guidelines, Funding Guidelines, and this Agreement.

g. Reviewing data and reports submitted by Grantee.

h. Submitting semi-annual reports to the California Climate Investment Reporting and Tracking System (CCIRTS).

i. Reviewing a sufficient number of Projects (number determined by CARB Program Liaison) each year to ensure proper Program implementation as directed by both Program and Funding Guidelines.

4.6. Grantee is responsible for the following:

Developing and implementing Project tasks as described below and in Attachment I, Grantee Scope of Work. Minimum duties and requirements of Grantee include:

a. Implementing the Project as outlined in the Program Guidelines.

b. Participating in a Project kick-off meeting or conference call with CARB staff and CAPCOA before work begins. The purpose of the initial meeting will be to discuss the overall plan, Program schedule, Project reporting, and any issues that may need to be addressed.

c. Participating in more frequent meetings that may be scheduled at the discretion of the CARB Program Liaison, CAPCOA, and the Grantee.

d. Ensuring that all Project tasks are completed during the period of this grant.

e. Apprising the CARB Program Liaison of any delays in implementing the scope of work below.

f. Overseeing the Project budget and funds.

g. Abiding by the insurance requirements in Section 10 of this Grant Agreement.

h. Collecting and maintaining records in accordance with Section VI of the Program Guidelines as well as Section 7 of this Grant Agreement to comply with reporting and program review requirements.

i. Ensuring that only licensed professionals will be used to perform services under this Grant Agreement. Professional installers could participate in the Program if they have a minimum of three (3) years of experience installing home heating devices to manufacturer specifications and possess an appropriate active license issued by the California Contractors State License Board throughout the life of the

contract. Exhibit B lists acceptable licenses for each type of installation.

j. Coordinating with CAPCOA on the submission of required reports as specified in Section 12 of this Grant Agreement.

k. Promoting the Program with the emphasis on low-income households and households located in disadvantaged or low-income communities or on tribal lands with the goal to distribute 75 percent of Project funds to these priority populations.

4.7. CAPCOA is responsible for the following:

a. Serving as an intermediary between CARB and Grantee in Project implementation.

b. Monitoring Grantee's progress in Project implementation and apprising CARB Program Liaison of any problems or delays.

c. Communicating regularly with CARB and Grantee on Project implementation.

d. Acting as a clearing house to facilitate the exchange of information, including Program-related forms, examples of advertisements, examples of reports and other related information, between Grantee and other Districts participating in the Program.

e. Coordinating with Grantee on the submission of required reports consistent with Section 12.

f. Submitting required reports to CARB consistent with Section 12.

5. FINANCIAL MATTERS AND GRANT DISBURSEMENTS

5.1. Budget

a. The maximum amount of this Grant is ~~$179,770.00~~ **$375,400.00**. Under no circumstance will CARB reimburse the Grantee for more than this amount. A written Grant Agreement amendment is required whenever there is a change to the amount of this Grant.

b. The budget for this Project is shown in Exhibit C. Grant Disbursement Requests for the total Grant amount must not exceed the amount shown in Exhibit C. Project implementation costs also must not exceed the amount shown in Exhibit C. All of the Project implementation funds may be used for direct costs, but indirect costs are limited to the amount shown in the Exhibit C, Budget Summary.

c. The total funding may be reallocated by CARB at CARB's sole discretion in the event that the Grantee requests less than the total

funds allocated for the Project for all Project activities performed during the term of the Grant Agreement.

5.2. Advance Payment

Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of grant awards in a timely manner to support program initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems.

Recognizing that appropriate safeguards are needed to ensure grant monies are used responsibly, CARB has developed the grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments to Grantee of a grant program or project if CARB determines all of the following.

a. The advance payments are necessary to meet the purposes of the grant project.

b. The use of the advance funds is adequately regulated by grant or budgetary controls.

c. The request for application or the request for proposals contains the terms and conditions under which an advance payment may be received consistent with this section.

d. The Grantee is either a small air district or the Grantee meets all of the following criteria:

   i. Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service.

   ii. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the Grant Agreement.

   iii. Submits a spending plan to CARB for review prior to receiving the advance payment. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all state grant programs.

   iv. CARB shall consider the available fund balance when determining the amount of the advance payment.

   v. Reports to CARB any material changes to the spending plan within thirty (30) days.

   vi. Agrees to not provide advance payment to any other entity.

e. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. The Grantee shall

provide a money transfer confirmation within forty-five (45) days upon the receipt of a notice from CARB.

f. The Grantee must complete and submit to CARB for review and approval, an Advance Payment Request Form, along with each grant disbursement that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the grant execution.

g. CARB may provide an advance of the direct project costs of the grant, if the program has moderate reserves and potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.

h. The Grantee assumes legal and financial risk of the advance payment.

i. Grantee shall place funds advanced under this section in an interest-bearing account. Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible grant-related expenses as outlined in Sections 4, 8, 9, and 17 or will be returned to CARB.

j. Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned and submit quarterly fiscal accounting reports consistent with Section 12 of this Grant Agreement.

k. Grantee shall remit to CARB any unused portion of the advance payment and interest earned within ninety (90) days following the end date of this Grant Agreement term on ~~June 30, 2025~~ **June 30, 2027**, or the reversion date of the appropriation, whichever comes first.

5.3. Grant Disbursement

All disbursements from the total Grant award will be made following CARB's review and approval of any Grant Disbursement Request Forms.

a. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code Section 927, et. Seq.

6. SUSPENSION OF PAYMENT AND GRANT AGREEMENT TERMINATION

6.1. CARB reserves the right to issue a grant suspension order in the event that a dispute should arise. The grant suspension order will be in effect until the dispute has been resolved or the Grant Agreement has been terminated. If the Grantee chooses to continue work on the Project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension in the event CARB

terminates the Grant Agreement. If CARB rescinds the suspension order and does not terminate the Grant Agreement, CARB at its sole discretion will reimburse the Grantee for any expenses incurred during the suspension that CARB deems reimbursable in accordance with the terms of the Grant Agreement.

6.2. CARB reserves the right to terminate this Grant Agreement upon thirty (30) days' written notice to the Grantee, if CARB determines that the Program has not progressed satisfactorily after conducting a Project review (Section 11.5 of this Grant Agreement) or if the Grantee has violated the grant agreement and the Grantee and CARB have been unable to agree on modifications to the Project. In case of early termination, the Grantee will submit a Progress Report covering activities up to, and including, the termination date and following the requirements specified herein and in Section 12.

6.3. CARB reserves the right to immediately terminate this Grant Agreement in accordance with general grant provisions outlined in Section 15.

6.4. CARB or its designee may recoup funds that were received based upon misinformation or fraud, or for which a Grantee, District, or subcontractor is in significant or continual non-compliance with the terms of this grant or State law. CARB also reserves the right to prohibit any entity from participating in future projects, due to non-compliance with Program requirements. Examples of Program deficiencies include.

a. Replacing a wood stove, wood insert, or fireplace not eligible for the Program;

b. Installing a device not eligible for the Program;

c. Issuing an Enhanced Incentive to an ineligible Applicant;

d. Failing to properly document each change-out;

e. Failing to properly dispose of the old stove;

f. Allowing an Applicant to install his/her replacement device; and

g. Failing to submit required reports.

7. PROJECT RECORDS

7.1. Grantee will develop and maintain accounting procedures as further described below. Project records include but are not limited to Grantee's financial and other records. All Project records must be retained by the Grantee for a period of three (3) years after the final Project funds liquidation date of ~~June 30, 2025~~ **June 30, 2027** and shall be stored in a secured and safe storage facility that maintains confidentiality and provides fire and natural disaster protection. All Project records are subject to program review and State audit pursuant

to Section 13 of this Grant Agreement. Upon completion of the third (3rd) year of record retention, the Grantee shall take all reasonable steps to dispose, or arrange for the disposal, of records containing Personally Identifiable Information by (a) shredding, (b) erasing, or (c) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.

7.2. Without limitation of the requirement to maintain Project accounts in accordance with generally accepted accounting principles, the Grantee must:

a. Establish an official file for the Project that will adequately document all significant actions relative to the Project.

b. Establish separate accounts that will adequately and accurately depict all amounts received and expended on the Project.

c. Establish an accounting system that will adequately depict final total costs of the Project, including both direct and indirect costs.

7.3. Other records include all deliverables required under Section12 of this Grant Agreement and those specified in the Program Guidelines.

7.4. Grantee will ensure that applicants are made aware that information collected under the auspices of this Program, with the exception of confidential or personally identifiable information as noted in Section 15.23 of this Grant Agreement, may be made publicly available to the extent allowed by federal, State, and local laws and regulations.

8. DOCUMENTATION OF USE OF PROJECT FUNDS

8.1. The Grantee must maintain documentation of all Project funds including the following:

a. Application, including affidavit of primary source of heat;

b. Verification of old device eligibility;

c. Verification of new device eligibility;

d. Verification of income (if applicable);

e. Copy of final permit (City, County, or State);

f. Photographic evidence of change-out completion, including "before" and "after" photos showing the devices in relation to the room where they were/are installed;

g. Verification of destruction of uncertified stove (including recycling if available locally) or, where applicable, verification of rendering fireplace and chimney permanently inoperable;

h. Verification that the resident was trained on device operation and

maintenance and, if applicable, following best practices in wood storage and wood burning for residential space heating; and

i. Invoices from installer and a verification of payment.

If selected for a Program Review, Grantee must make this documentation available to CARB staff. An abbreviated listing of completed change-outs and associated costs must be submitted to CARB with each quarterly Fiscal Report.

9. DOCUMENTATION OF USE OF PROJECT IMPLEMENTATION FUNDS

9.1. Project implementation funds may be used for implementing the tasks identified in the Scope of Work. The total cost of implementing the Project must not exceed the amount specified in Exhibit C, Budget Summary. All of the Project implementation funds may be used for direct costs, but indirect costs are limited to the amount shown in the Exhibit C, Budget Summary.

9.2. Project implementation costs include cost of labor and expenses directly related to implementing the Project (direct cost) as well as costs not tied directly or solely to the Project (indirect costs also referred to as administrative costs).

a. Direct project implementation costs, directly related to implementing the Project, include the following:

   i. The Grantee's personnel costs;

   ii. Fringe benefit costs;

   iii. Operating costs (including rent, supplies, and equipment);

   iv. Travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR)[1];

   v. Overhead;

   vi. Consultant fees (if pre-approved by CARB); and

   vii. Printing, records retention, and mailing costs.

b. Indirect project implementation costs, not tied directly or solely to the Project, also referred to as administrative costs, include the following:

   i. Distributed administration and general administrative services;

   ii. Non-project related contracts or subscriptions;

   iii. Rent and office space, phones and telephone services, printing, or mailing services not associated with staff working on the

[1] Under no circumstances should the Grantee exceed travel expenses and per diem rates set by CalHR.

project; and

iv. Any other costs that are not directly and fully incurred to support the grant.

9.3. The Grantee must maintain documentation of all direct and indirect Project implementation costs, including the following:

a. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to Project administration.

b. Administration funds for subcontractor(s) must be documented with copies of the contract and any applicable invoices.

c. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices.

d. Any reimbursement for necessary travel and per diem must be at rates not to exceed those amounts paid to the State's represented employees. No travel outside the State of California will be reimbursed unless prior written authorization is obtained from CARB. CalHR's travel and per diem reimbursement amounts may be found online at http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx. Reimbursement must be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee; and

e. If indirect costs are used to document administration funds for the Project, the Grantee must indicate how these costs are determined.

9.4. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three (3) years after the final Project funds liquidation date of ~~June 30, 2025~~ **June 30, 2027**.

9.5. The above documentation must be provided to CARB in the Final Report.

10. INSURANCE REQUIREMENTS

10.1. General Provisions

a. Coverage Term: Coverage needs to be in force for the complete term of the Project agreement. If insurance expires during the term of the Project agreement, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the

Project agreement.

b. Policy Cancellation or Termination and Notice of Non-Renewal: Installer/contractor is responsible to notify the State within five (5) business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event installer/contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate the Project agreement upon the occurrence of such event, subject to the provisions of this Grant Agreement.

c. Deductible: Installer/contractor is responsible for any deductible or self-insured retention contained within their insurance program.

d. Primary Clause: Any required insurance contained in the Project agreement shall be primary, and not excess or contributory to any other insurance carried by the State.

e. Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the installer/contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

f. Endorsements: Any required endorsement must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

g. Inadequate Insurance: Inadequate or lack of insurance does not negate the installer/contractor's obligations under the Agreement.

h. Satisfying an SIR: All insurance required by this Grant Agreement or the Project agreements must allow the State to pay and/or act as the installer/contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the installer/contractor's agent in satisfying any SIR is at the State's discretion.

i. Available Coverages/Limits: All coverage and limits available to the installer/contractor shall also be available and applicable to the State.

j. Subcontractors/Manufacturers: In the case of installer/contractor's utilization of subcontractors/manufacturers to complete the contracted scope of work, installer/contractor shall include all subcontractors/manufacturers as insured's under installer/contractor's insurance or supply evidence of insurance to the State equal to policies, coverages, and limits required of installer/contractor.

10.2. Commercial General Liability

Installer/contractor shall maintain general liability on an occurrence form with limits not less than $1,000,000 per and $2,000,000 aggregate for

bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Project agreement. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the installer/contractor's limit of liability. **The policy must name the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.**

10.3. Automobile Liability

Installer/contractor shall maintain motor vehicle liability with limits not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. **The policy must name the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.**

In the event that the installer/contractor does not have any commercially owned motor vehicles, a no-owned autos waiver must be completed and retained in District files. A sample waiver form is included in Exhibit E of this Grant Agreement.

10.4. Workers' Compensation and Employers' Liability

Contractor must furnish to the State a certificate of insurance to remain in effect at all times during the term of this Agreement. Contractor shall maintain statutory workers' compensation and employers' liability for all its employees who will be engaged in the performance of the Agreement. Employers' liability limits of $1,000,000 are required. The policy must include:

> **When work is performed on State owned or controlled property the Workers' Compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.**

In the event that the installer/contractor does not have any employees, a worker's compensation statement of exemption form must be completed and retained in District files. An example exemption form is included in Exhibit E of this Grant Agreement.

11. PROGRAM MONITORING

11.1. Any changes to the Scope of Work or timeline for the Project require the prior written approval of the CARB Program Liaison, and, depending on

the scope and extent of the changes, may require a written Grant Agreement Amendment.

11.2. The Grantee must notify the CARB Program Liaison and Grant Coordinator immediately, in writing, if any circumstances arise (technical, economic, or otherwise), which might jeopardize completion of the Project, or if there is a change in key Project personnel.

11.3. The Grantee must coordinate with CAPCOA to provide information requested by the CARB Program Liaison that is needed to assess progress in completing tasks and meeting the objectives of the Project.

11.4. Any change in budget allocations, re-definition of deliverables, or extension of the Project schedule must be requested in writing to the CARB Program Liaison and approved by CARB, in its sole discretion. Such changes may require a written Grant Agreement Amendment.

11.5. CARB will review a sufficient number of Projects each year to ensure proper Program implementation. If Grantee is selected for Project review, CARB will contact Grantee Liaison at least thirty (30) days in advance. The Project review should include all books, papers, accounts, documents, photographs, and other records related to the Project for which Program funds were used. The Grantee will be expected to assign an employee familiar with the Project and accounting procedures to assist the CARB reviewer(s) and have the Project records, including cancelled warrants, readily available for inspection.

12. REPORTING

12.1. Data Flow

a. The Grantee must coordinate with CAPCOA on the submittal of required Project and fiscal reports. If requested by CARB, Grantee will be responsible for submitting reports directly to CARB.

12.2. Project Reporting

a. Project data are reported during each semi-annual reporting cycle. The reporting cycles cover December 1 through May 31 and June 1 through November 30. The reports are due to CARB on June 1 and December 1.

b. Grantee shall submit an initial Project report called Awarded Report upon entering into a Project agreement with CARB. At this stage, Grantee must submit data with Project details and expected benefits. This report is submitted once during the first reporting cycle after signing the Agreement in a format agreed upon between the CARB Program Liaison and the Grantee.

c. The Grantee shall submit Implementation Reports each reporting cycle. The Implementation Reports shall be provided in a format agreed upon between the CARB Program Liaison and the Grantee and will contain information on each change-out completed during the reporting cycle.

d. When the Project is complete, the Grantee shall submit a Project Closeout Report. The Project Closeout Report shall be provided in a format agreed upon between the CARB Program Liaison and the Grantee. This report shall be submitted upon completion of the Project at the next reporting cycle.

12.3. Fiscal Reporting

a. Following receipt of funds, Grantee will submit quarterly fiscal accounting reports (Fiscal Report) to CAPCOA detailing expenditure of funds by Grantee, including interest accrued on any Project funds received. The Fiscal Reports shall be provided in a format agreed upon between the CARB Program Liaison and the Grantee and needs to include an itemized invoice of all expenditures incurred during the quarter.

13. OVERSIGHT AND ACCOUNTABILITY

The Grantee must comply with all oversight responsibilities identified herein.

13.1. CARB or its designee may recoup Project funds which were received based upon misinformation or fraud, or for which a Grantee or its subcontractor(s), or a participant in the Project is in significant or continual non-compliance with the terms of this Grant Agreement or state law.

13.2. CARB or its designee reserves the right to review the Project at any time during the duration of this Grant Agreement the Grantee's costs of performing the Grant and to refuse payment of any reimbursable costs or expenses that in the opinion of CARB or its designee are unsubstantiated or unverified. The Grantee shall cooperate with CARB or its designee including, but not limited to, promptly providing all information and documents requested, such as all financial records, documents, and other information pertaining to reimbursable costs, and any matching costs and expenses.

13.3. The Grantee shall retain all records referred to above and provide them for examination and Project review or State audit for three (3) years after the final Project funds liquidation date of ~~June 30, 2025~~ **June 30, 2027**.

13.4. The Grantee shall develop and maintain accounting procedures to track reservation and expenditures by grant award, fiscal year, and of all funding sources.

13.5. CAPCOA will serve in an oversight role to centralize and standardize Program implementation. Grantee shall coordinate with CAPCOA on the submission of required reports.

14. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

14.1. CARB has determined that the Project funded by this Grant Agreement is exempt from CEQA; Grantee should ensure that the Project is implemented consistent with the Grant Agreement to maintain CEQA exempt status.

15. GENERAL PROVISIONS

15.1. **Potential sub-grantee**: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between CARB and any sub-grantees, and no sub-grant shall relieve Grantee of its responsibilities and obligations under this Grant Agreement. Grantee agrees to be as fully responsible to CARB for the acts and omissions of its sub-grantees and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its sub-grantees is an independent obligation from CARB's obligation to make payments to Grantee. As a result, CARB shall have no obligation to pay or to enforce the payment of any moneys to any sub-grantee. Grantee shall not sub-grant any services under this Grant Agreement without the prior approval in writing of CARB.

15.2. **Amendment**: No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.

15.3. **Assignment**: This grant is not assignable by the Grantee, either in whole or in part, without the consent of CARB, in writing.

15.4. **Compliance with law, regulations, etc.**: The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal, State, and local laws, rules, guidelines, regulations, and requirements.

15.5. **Conflict of interest**: The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.

15.6. **Disputes**: The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the

management level within thirty (30) days of when the issue is first raised with CARB staff in writing shall be subject to resolution by the CARB Executive Officer, or designated representative. Nothing contained in this paragraph is intended to limit any rights or remedies that the parties may have under law.

15.7. **Environmental justice**: In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.

15.8. **Fiscal management systems and accounting standards**: The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

15.9. **Force majeure**: Neither CARB nor the Grantee ~~shall~~ **must** be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, **government orders, national or state declared pandemics**, lockouts, labor disputes, fire, ~~or other casualty, etc.~~ **flood, earthquakes, or other physical natural disaster.**
If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than within fifteen (15) calendar days of when the force majeure event occurs and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this Grant. CARB may terminate this Grant Agreement immediately in writing without penalty in the event Grantee invokes this clause. If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Grantee must as soon as reasonably practicable recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.

15.10. **Governing law and venue**: This grant is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

15.11. **Indemnification**: The Grantee agrees to indemnify, defend and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee or any sub-grantee, and out of the operation of equipment that is purchased with funds from this Grant Award.

15.12. **Grantee's responsibility for work**: The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contract, or sub-grantee's contract, for work on the Program or any project, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

15.13. **Independent contractor**: The Grantee, and its agents and employees, and sub-grantees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.

15.14. **Nondiscrimination**: During the performance of this Grant Agreement, the Grantee, sub-grantees, and their contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. The Grantee and its third party entities shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its third party entities shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are

incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its third party entities shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement

15.15. **No third party rights**: The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking establish herein.

15.16. **Prevailing wages and labor compliance**: If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.

15.17. **Severability**: If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.

15.18. **Termination**: CARB may terminate this Grant Agreement by written notice at any time prior to completion of Projects funded by this Grant Agreement, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement, within ten (10) days.

15.19. **Timeliness**: Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Project in an expeditious manner.

15.20. **Waiver of rights**: Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

15.21. **Availability of funds**: CARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.

15.22. **Confidentiality**: No record that has been designated as confidential by CARB, or is the subject of a pending application of confidentiality, shall be disclosed by the Grantee. Any confidential information or data submitted to CARB by the Grantee may be shared with other divisions within CARB.

15.23. **Personally identifiable information**: Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this agreement in perpetuity, and shall not release or publish any such information or data.

15.24. **Ownership**: All information or data received or generated by the Grantee under this agreement shall become the property of CARB. No information or data received or generated under this agreement shall be released without CARB's approval. This does not prohibit Grantee from promoting the Program. Grantee shall follow the guidelines acknowledging CCI funding and logo use outlined in Section 1.3.

15.25. **Audit**: Grantee agrees that CARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of the State to audit records and interview staff in any Grant related to performance of this Agreement.

15.26. **Americans with Disabilities Act (ADA) and Accessibility**: **Grantee must ensure that all products and services submitted to CARB, uploaded, or otherwise provided to CARB by the Grantee and/or its Recipients under this Grant, including but not limited to data, software, plans, drawings, specifications, reports, operating manuals, notes, and other written or graphic work prepared in the course of performance of this Grant Agreement (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, level AA, and any subsequent versions, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Part 1194)**

(collectively, the "Accessibility Requirements"). For any Work provided in PDF format, Grantee shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).
CARB may request documentation from the Grantee of compliance with the Accessibility Requirements and may perform testing to verify compliance. Deviations from the Accessibility Requirements are permitted only by written consent by CARB.

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

16. DEFINITIONS

16.1. **AB 32**: Assembly Bill 32, Global Warming Solutions Act, Nuñez, Chapter 488, Statutes of 2006.

16.2. **Administrative Costs (Also Referred to as Indirect Project Implementation Costs):** A subset of project implementation costs, not tied directly or solely to the Project, such as distributed administration and general administrative services; non-project related contracts or subscriptions; rent and office space, phones and telephone services, printing, or mailing services not associated with staff working on the Project; or any other costs that are not directly and fully incurred to support the grant.

16.3. **Applicant**: Individual resident requesting replacement of older wood stove or device.

16.4. **Awarded Project Report**: The initial Project report with Project details and expected benefits submitted to CAPCOA during the first reporting cycle after signing this Agreement following the reporting requirements in Section 12 of this Grant Agreement.

16.5. **CAPCOA**: California Air Pollution Control Officers Association.

16.6. **CARB**: California Air Resources Board.

16.7. **CCI**: California Climate Investments

16.8. **Change-out**: Replacement of individual wood stove (or other device).

16.9. **Direct Project Implementation Costs**: Costs of direct labor and expenses associated with implementing the Project. Examples include: outreach and education, application review and processing, processing payments, and data reporting.

16.10. **District(s)**: Local air pollution control districts or air quality management districts.

16.11. **Enhanced Incentive**: A higher incentive given to low-income households and households located on tribal lands or in disadvantaged or low-income communities. The maximum allowable Enhanced Incentive level is $10,000 for an electric heat pump and $5,000 for all other types of heating devices

16.12. **Funding Guidelines**: *California Climate Investments Funding Guidelines for Administering Agencies.*

16.13. **GGRF**: Greenhouse Gas Reduction Fund.

16.14. **Grantee**: Grant recipient.

16.15. **Implementation Costs**: Costs of implementing the Project including direct labor and expenses as well as any indirect expenses (also referred to as administrative expenses).

16.16. **Implementation Report**: An update on all incentives/upgrades that have been installed since the last reporting cycle for each change-out funded and overseen by Grantee. This report is submitted to CAPCOA following the reporting requirements in Section 12 of this Grant Agreement.

16.17. **Incentive**: The amount of funding given to an applicant to replace an uncertified wood stove, wood insert, or fireplace. The incentive amount will be determined by each District in coordination with CAPCOA but cannot exceed $10,000 for an electric heat pump or $5,000 for any other replacement device for Enhanced Incentive and $5,000 for an electric heat pump or $2,500 for any other replacement device for a Standard Incentive.

16.18. **Indirect Project Implementation Costs**: Also defined as Administrative Costs.

16.19. **Installer**: A licensed professional contracted to remove the uncertified wood stove or insert and install the replacement device, possessing an appropriate active license, consistent with Exhibit B, issued by the

California Contractors State License Board throughout the life of the contract, and have a minimum of three (3) years of experience of installing home heating devices to manufacturer specifications.

16.20. **Program**: Woodsmoke Reduction Program

16.21. **Program Guidelines**: CARB's ~~February 15, 2023~~ *Woodsmoke Reduction Program – Program Guidelines* ~~*Fiscal Year 2021-22*~~ ~~*Appropriation*~~ ***modified November 17, 2023 to add 2022-23 Appropriation.***

16.22. **Project**: Program implementation at the District level.

16.23. **Project Agreement:** The agreement entered into between the Grantee and any sub-grantee to implement the Program at the District level.

16.24. **Project Closeout**: The final report submitted by the Grantee to the CARB Program Liaison at the next reporting cycle after all funds have been expended or after the legal agreement between CARB and Grantee has ended.

16.25. **Reporting Cycle**: Span of time used to report on Program progress. Program data are submitted semi-annually for the reporting cycles covering December 1 through May 31 (due to CARB June 1) and June 1 through November 30 (due to CARB December 1).

16.26. **Standard Incentive**: A lower incentive given to households which do not qualify for Enhanced Incentive. The maximum allowable Standard Incentive level is $5,000 for an electric heat pump and $2,500 for all other types of heating devices.

16.27. **Subcontractor**: District or Installer.

16.28. **Sub-grantee**: District or Installer or other entity that has entered into an agreement with Grantee or District(s) to perform services related to this Grant Agreement.

EXHIBIT A, Attachment I

Grantee Scope of Work

1. Grantee will provide incentives in Grantee's jurisdiction towards the replacement of existing uncertified residential wood burning stoves, wood inserts, or fireplaces used for primary residential heating with the Program-eligible replacement devices listed in Section 4.2.
2. Grantee will ensure that incentives do not exceed the actual total change-out cost and are limited to a per property or household maximum of $10,000 for an electric heat pump or $5,000 for any other replacement device for Enhanced Incentive and $5,000 for an electric heat pump or $2,500 for any other replacement device for a Standard Incentive.
3. Grantee will promote the Program and help households understand the benefits of changing from an uncertified wood stove to a cleaner home heating device.
4. Grantee's goal should be to distribute seventy-five (75) percent of total funding to low-income households and households located in disadvantaged or low-income communities or on tribal lands.
5. Grantee will keep records of each change-out, including the following:
    a. Application including address, priority population designation and/or income verification (if applicable), affidavit of primary source of heat, and proof of eligible existing stove.
    b. Verification of installation including proof of installer eligibility, proof of final inspections/permits, and proof of eligible replacement stove.
    c. Verification of destruction of old stove and, if applicable, rendering the fireplace inoperable.
    d. Verification of training.
    e. Verification of payment and invoices from installers.
6. Grantee will provide a subset of this information, consistent with templates provided by CARB, to the CAPCOA coordinator for collection and preparation of Progress Reports to be submitted to CARB.
7. Grantee will ensure that change-out recipient is trained on proper wood storage and wood burning practices (if applicable) and device operation and maintenance.
8. Grantee will coordinate with CAPCOA on the preparation of required reports consistent with Section 12.

EXHIBIT B

Required License

Professional installers may participate in the Program if they have a minimum of three (3) years of experience installing home heating devices to manufacturer specifications and possess an appropriate active license issued by the California Contractors State License Board throughout the life of the contract. Acceptable license(s) for each type of installation are listed below.

License Class	Equipment Allowed to Install	Special Conditions
C61/D34	• Wood stove/insert • Pellet stove/insert • Electric stove/insert heater	As long as there are no modifications/alterations to the structure. Furthermore, a C61/D34 contractor cannot perform any masonry facing work associated with the stove/insert installation.
C20	• Wood stove/insert • Pellet stove/insert • Electric stove/insert heater • Heat pump	
B	• Wood stove/insert • Pellet stove/insert, • Electric stove/insert heater • Heat pump	A "B" contractor is allowed to install listed heating equipment if the installation was part of a larger project that included at least two unrelated trades. Framing and carpentry does not count towards the count of unrelated trades. Without performing additional trades or holding additional license, a B-contractor would be required to subcontract with an individual holding a C61/D34 or C20 License.

Exhibit C

Budget Summary

Category	2021/2022	2022/2023	Total
Project Funds	~~$162,454.00~~	$176,774.00	$339,228.00
Implementation Funds	-	_	_
Direct	~~$8,658.00~~	$9,428.00	$18,086.00
Indirect	~~$8,658.00~~	$9,428.00	$18,086.00
Total Implementation Funds	~~$17,316.00~~	$18,856.00	$36,172.00
Total Grant Funds	~~$179,770.00~~	$195,630.00	$375,400.00

* Project implementation costs must not exceed the Total amount shown in Exhibit C. All of the Project Implementation Funds may be used for direct costs but indirect costs are limited to the amount shown in the Exhibit C for Indirect (Administrative Funds).

Exhibit D

Project Schedule

Task	Milestone Description	Timeline
1	Execute Grant Agreement	~~No later than June 30, 2023~~ **No later than June 30, 2024**
2	Transfer funds to Grantee	~~No later than June 30, 2023~~ **No later than June 30, 2024**
3	Submit "Awarded" Reports to CARB	~~December 1, 2023~~ **December 1, 2024**
4	Begin project installations	Upon receiving funds
5	Submit "Implemented" Reports	Each reporting cycle
7	Submit quarterly fiscal accounting reports	Each calendar quarter
8	Complete project installations	~~June 30, 2025~~ **June 30, 2027**
9	Submit "Closeout" report upon completion of the project at the next reporting cycle	No later than ~~December 1, 2025~~ **December 1, 2027**

Exhibit E

Insurance Waiver Forms and Examples

Automobile Liability

Contractor's name and address on company stationary

Current Date

Department Name

Re: No Owned Autos

To Whom It May Concern:

Please know and mark your records to show that (contractor's name) does not own any automobiles.

Should (contractor's name) purchase an auto(s) during the term of its contract with (Department Name) it will obtain owned auto coverage and provide evidence to (Department Name).

Sincerely,

Name/Title of Owner, Member, Partner or Corporate Owner of the Contractor

Exhibit E: Insurance Waiver Forms and Examples (continued)

Workers' Compensation and Employers' Liability

Workers' Compensation Statement of Exemption

Contractor must submit this form to State of California, certifying under penalty of perjury that he or she does not employ anyone in a manner that is subject to the Workers' Compensation laws of California (see Business and Professions Code Section 7125).

DO NOT SUBMIT THIS FORM IF YOU HAVE EMPLOYEES

For exemption from workers' compensation, you must complete the requested information and sign form.

Please type or print neatly and legibly in black or dark blue ink.

SECTION 1 – REQUIRED INFORMATION

CONTRACTOR'S NAME	**CONTRACT NUMBER**		**STATE DEPARTMENT**	
MAILING ADDRESS number/street or P.O. box		city	state	ZIP code
STREET ADDRESS number/street only – NO P.O. boxes		city	state	ZIP code
PHONE NUMBER	**CELL PHONE NUMBER**		**EMAIL ADDRESS**	

SECTION 2 – REQUIRED CHECK BOX

YOU MUST CHECK ONY ONE OF THE BOXES BELOW.

☐ I do not employ anyone in the manner subject to the workers' compensation laws of California.

☐ I am an out-of-state contractor, and I do not hire employees who reside in California. (You must provide a certificate of insurance from your workers' compensation insurance carrier).

SECTION 3 – REQUIRED SIGNATURE

I certify under penalty of perjury under the laws of the State of California that the information provided on this exemption statement is true and accurate. I understand that, upon employing anyone in a manner that is subject to the workers' compensation law of the State of California, the claim of exemption executed under this form will no longer be valid. I also understand that, as soon as I employ anyone subject to California's workers' compensation law, I must obtain a Certificate of Workers' Compensation Insurance, submit that certificate to State of California within 90 days of its effective date, and continuously maintain the coverage provided by the certificate in accordance with the law and as required by this contract. I further understand that failure to comply with this requirement is grounds for disciplinary action.

Date	Signature of Contractor (Owner, Partner, or Officer)	Printed Name of Contractor (Owner, Partner, or Officer)

Exhibit F

Woodsmoke Reduction Program
Program Guidelines ~~Fiscal Year 2021-2022~~

Woodsmoke Reduction Program - Program Guidelines
~~February 15, 2023~~ **modified November 17, 2023 to add 2022-23 Appropriation**

Woodsmoke Reduction Program

Program Guidelines

FISCAL YEARS
2021-2022 AND 2022-2023 APPROPRIATION

February 15, 2023

Modified November 17, 2023 to add 2022-2023 Appropriation

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Executive Summary

The Woodsmoke Reduction Program is part of California Climate Investments (CCI), 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. The cap-and-trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. CCI projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling and much more. Statute establishes investment minimums for disadvantaged and low-income communities and low-income households. For more information, visit *California Climate Investments*.[1]

Senate Bill 563[2] established the Woodsmoke Reduction Program (Program) to be administered by the California Air Resources Board (CARB) to promote the voluntary replacement of old wood-burning stoves with cleaner and more efficient home heating alternatives. The legislation also authorizes money from the Greenhouse Gas Reduction Fund (GGRF) to be appropriated for incentives offered as part of the Program. State Budgets appropriate $5,000,000 in fiscal year (FY) 2016-2017,[3] $3,000,000 in FY 2018-2019,[4] $5,000,000 in FY 2021-2022[5], and $5,000,000 in FY 2022-2023,[6] to CARB to incentivize replacement of old, uncertified wood-burning devices with cleaner options. The Program, administered by CARB, is implemented by the California Air Pollution Control Officers Association (CAPCOA) in coordination with local air pollution control districts or air quality management districts (Districts). CAPCOA determines how much funding will be available to each District participating in the Program. The Program implemented in each participating District is considered a Project while an individual woodstove replacement is called a change-out. CARB developed Program Guidelines (Guidelines) to help CAPCOA and Districts set up Projects that meet the State's statutory requirements and policy objectives for appropriations from GGRF. The first Guidelines, addressing the 2016-2017 appropriation, were published on September 9, 2017,[7] the second update, addressing the 2018-2019 appropriation,[8] on May

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[1] *https://ww2.arb.ca.gov/our-work/programs/california-climate-investments*

[2] Lara, Chapter 671, Statues of 2017, adding Health and Safety Code sec. 39733.

[3] Assembly Bill (AB) 1613, Committee on Budget, Chapter 370, Budget Act of 2016, Item 3900-101-3228, Section 10, Provision 4.

[4] Senate Bill (SB) 856, Committee on Budget, Chapter 30, Budget Act of 2018, Item 3900-101-3228, Section 36, Provision 2.

[5] Senate Bill (SB) 170, Committee on Budget, Chapter 240, Budget Act of 2021, Item 3900-101-3228, Section 87, Provision 2.

[6] Assembly Bill (AB) 179, Committee on Budget, Chapter 249, Budget Act of 2022, Item 3900-102-3228, Section 117, Provision 1(c).

[7] https://ww2.arb.ca.gov/our-work/programs/residential-woodsmoke-reduction/woodsmoke-reduction-program

[8] Ibid.

21, 2019, and the current Guidelines address the 2021-2022 appropriation and were amended on November 17, 2023, to include the 2022-2023 appropriation.[9] The Program is designed to help households replace an uncertified wood stove or wood insert, or a fireplace used as a primary source of heat, with a cleaner-burning and more efficient device. The replacement devices emit less greenhouse gases (GHG) and other air pollutants; they also are less likely to start fires than old stoves that may have been improperly installed. The Program will offer incentives towards the purchase and installation of the qualifying device. California residents using uncertified wood stoves or wood inserts manufactured before July 1, 1988, or using fireplaces as a primary heat source in Districts awarded Program funds are eligible for this Program. The incentive amount will vary depending on the location of the residence and the household income, with some households qualifying for full replacement cost. The Program will include an outreach and educational component to ensure that households make informed decisions about how to burn and what to burn to maximize the efficiency of the device and minimize pollution. This Program will further the goals of California Health and Safety Code Division 25.5,[10] reduce GHG emissions, improve air quality, and protect the health, safety, and well-being of California residents.

These Program Guidelines apply to FY 2021-2022 and FY 2022-2023 GGRF appropriations and will be updated in future years as appropriate. The replacement of existing wood-burning devices with cleaner technologies provides an important opportunity to promote lower-carbon clean heating powered by renewable energy by offering incentives only for electric heating and the cleanest wood-burning devices. Therefore, contingent on reauthorization and funds, future guidelines will continue to maximize GHG reductions while still addressing the need to provide applicants within disadvantaged or low-income communities and low-income households, as well as households on tribal lands low-income communities or households funding for lower-carbon clean heating options. Future guidelines may also consider administrative streamlining based on the experience gained through implementation.

Program Goals and Objectives

The Program furthers the goals of Health and Safety Code Division 25.5 and reduces GHG emissions by offering incentives toward the replacement of existing uncertified residential wood burning devices used for space heating with cleaner options. For the purpose of this Program, a stove refers to a permanently installed free-standing wood stove, pellet stove, or electric heater stove or one installed in a masonry fireplace cavity or other enclosure

[9] Ibid.

[10] Appropriations from the GGRF must further the purposes of Health and Safety Code Division 25.5, added and amended by AB 32 (Global Warming Solutions Act of 2006, Pavley and Nuñez, Chapter 488, Statutes of 2006), SB 32 (Pavley, Chapter 249, Statutes of 2016), AB 197 (E. Garcia, Chapter 250, Statutes of 2016), and AB 398 (E. Garcia, Chapter 135, Statutes of 2017), and other legislation.

(commonly referred to as an insert). The current iteration of the Program is funded through the appropriation of $5,000,000 in FY 2021-2022 and $5,000,000 in FY 2022-2023 from the Greenhouse Gas Reduction Fund.[11] The Program, administered by CARB, will be implemented by CAPCOA in coordination with Districts. CAPCOA will determine how much funding will be available to each District participating in the Program. To be eligible for the Program, a homeowner or renter, for the purpose of this document referred to as an Applicant, must currently use an uncertified wood stove or wood insert manufactured before July 1, 1988, or fireplace as a primary heat source in Districts awarded Program funds. The incentive amount will depend on where the property is located and Applicant's household income, with some households qualifying for full replacement cost. The Program will maximize benefits to households in disadvantaged or low-income communities and low-income households, as well as households on tribal lands, and has as a goal to distribute 75 percent of the total funding to these priority populations.[12] Applicants residing in a census tract identified as a disadvantaged[13] or low-income[14] community can qualify for higher incentives. Applicants residing outside of a census tract identified as a disadvantaged or low-income community, who can demonstrate low-income eligibility based on household income, can also qualify for higher incentives.[15] Applicants residing on tribal lands can also qualify for higher incentives. All other Applicants are eligible for lower incentives. Benefits to disadvantaged and low-income communities and low-income households will be evaluated using criteria listed on the CCI Quantification, Benefits, and Reporting Materials website.[16] Projects are expected to meaningfully address an important community need by reducing exposure to local environmental contaminants, such as toxic air contaminants and criteria air pollutants.

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[11] Item 3900-102-3228 of the Budget Act of 2021, as amended by SB170 (Chapter 240, Statutes of 2021) and Item 3900-102-3228 of the Budget Act of 2022, as amended by SB179 (Chapter 249, Statutes of 2022).

[12] Priority populations include residents of: (1) census tracts identified as disadvantaged by California Environmental Protection Agency per SB 535; (2) census tracts identified as low-income per AB 1550; or (3) a low-income household per AB 1550. Current definitions and designations are available at: www.arb.ca.gov/cci-communityinvestments.1550.

[13] Disadvantaged community census tracts are identified by CalEPA per *SB 535* (De León, Chapter 830, Statutes of 2012), and available at *http://www.calepa.ca.gov/EnvJustice/GHGInvest/*

[14] Low-income communities are defined as census tracts with a median household income at or below 80 percent of the statewide median household income or with a median household income at or below the threshold designated as low-income by Department of Housing and Community Development's State Income Limits adopted pursuant to the Health and Safety Code Section 50093 (*AB 1550* (Gomez, Chapter 369, Statutes of 2016). Maps of low-income communities are available at *https://www.arb.ca.gov/cci-communityinvestments*.

[15] Low-income households are those with household incomes at or below 80 percent of the statewide median household income or with household incomes at or below the threshold designated as low-income by the Department of Housing and Community Development's list of state income limits adopted pursuant to Section 50093. (*AB 1550,* Gomez, Chapter 369, Statutes of 2016.) Districts will be responsible for verifying household income eligibility.

[16] Available at: *https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials*

The existing uncertified wood stove, wood insert, or fireplace must be replaced with an electric heat pump, electric stove heater, certified pellet stove, or wood stove approved for this Program, as described in the "Replacement Device" section below. Only select wood stoves are eligible for incentives as part of this Program, which is necessary to ensure that the replacement devices reduce emissions as anticipated.

The Program will achieve GHG emission reductions from the increased efficiency and reduced emissions of the newly installed devices. Older, uncertified wood stoves are often inefficient, high-polluting, and may pose a fire risk. The replacement options selected for this Program should reduce greenhouse gas and particulate matter emissions. Co-benefits include significant and long-term reductions in emissions of criteria pollutants and toxic air contaminants, along with reduced fire risk and reliance on fossil fuels thereby accelerating transition to lower carbon home heating.

The replacement device must be installed by a professional, appropriately licensed stove installer (Installer) and meet local fire and building codes. A professionally installed device will improve the health, safety, and comfort of all residents. To ensure reductions in emissions are permanent, any wood stove removed through this Program must be rendered permanently inoperable and recycled, if recycling is available in the area. If the replacement device is a ductless mini-split heat pump, household may be allowed to retain the old wood burning device to serve as emergency heat in case of a power outage. The approval to retain the old device will be granted on a case-by-case basis by the District. Households would be required to sign an agreement to use their old device only in case of a power outage.

The Program will include outreach and educational components to both inform residents about the benefits of switching to cleaner burning home heating devices and train them on the proper operation and maintenance to maximize the device efficiency and minimize pollutant emissions.

The Program implemented in each participating District will be considered a Project. The Project will comprise all of the change-outs, for which Program funds are being used, within the District's jurisdiction along with the administrative work required to implement them.

Stove Eligibility and Performance Standards

I. Existing Home Heating Devices

To be eligible for the Program, an Applicant must be currently relying on an operational uncertified wood stove or insert, or fireplace, as a primary source of heat in the residence.

An uncertified wood stove or insert is one that has not been certified by the U.S. EPA to comply with the performance and emission standards as defined in Title 40 Code of Federal Regulations, Part 60, Subpart AAA, February 28, 1988, or any subsequent revisions. To determine if the existing stove is uncertified, Applicant may do the following:

- Determine when the wood stove was installed. Wood stoves installed before July 1, 1988 do not comply with the particulate emission standards and therefore qualify for this Program.
- Check the stove model against the U.S. EPA current and historical list of certified[17] wood heaters. If the stove's manufacturer and model is not on the current and historical lists, the stove is considered uncertified.
- Check the back of the wood stove for a certification label. Wood stoves which do not have any label describing particulate matter emission standards qualify for this Program. Wood stoves certified by the U.S. EPA to comply with any of the particulate emission standards are not eligible for replacement through this Program. These stoves will have a label, like that pictured in Figure 1, permanently affixed to them stating that the stove is certified to comply with the 1988, 1990, 2015, or 2020 U.S. EPA standards.

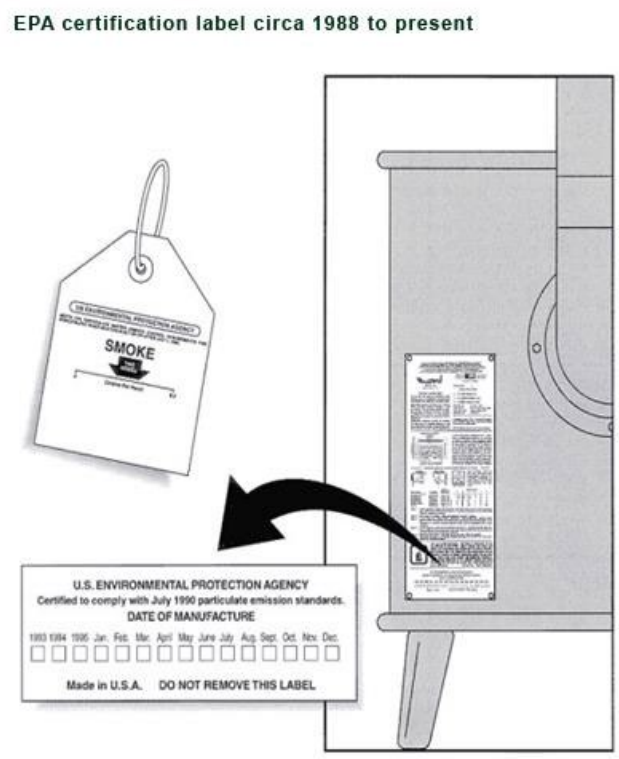
Applicants will determine the eligibility of their current wood stove. Applications will be reviewed by the District to determine if preliminary qualification requirements have been met. The wood stove's eligibility will be verified by the District or an Installer during an in-home estimate.

An Applicant using a fireplace as a primary source of heat could also qualify for this Program. Section III, Eligible Home Heating Replacements, includes more information on how to qualify for this type of change-out.

Only operational devices, currently installed in a residence, and used as a primary source of heat qualify for this Program. Applicants who remove the device prior to an in-home estimate will be disqualified.

[17] U.S. EPA Certified Wood Stove Database: *https://www.epa.gov/compliance/epa-certified-wood-heater-database*

Figure 1. U.S. EPA Stove Certification Label



II. Replacement Device

The uncertified wood stove or insert, or fireplace, must be replaced by an eligible replacement device. The following types of home heating devices are eligible for this Program:

- Electric stove heaters,
- Electric heat pumps,
- Pellet stoves,
- Hybrid wood stoves,
- Catalytic wood stoves, and
- Select non-catalytic wood stoves.

In a 2021 report, Assessment of U.S. EPA's Residential Certification Program Northeast States of Coordinated Air Use Management[18] (NESCAUM) revealed significant problems with the current wood stove certification program. As a result of significant flexibility in testing combined with limited oversite, many wood stoves certified by U.S. EPA as meeting the

[18] https://www.nescaum.org/documents/nescaum-review-of-epa-rwh-nsps-certification-program-rev-3-30-21.pdf/

current New Source Performance Standard (NSPS) may have higher emissions than old uncertified stoves they are replacing. Most wood stoves on the market use either a secondary combustion system (non-catalytic stoves) or a catalytic combustor (catalytic stoves) to meet the U.S. EPA emission standards. Hybrid wood stoves combine a catalytic combustor with the secondary combustion system in one.

To ensure that the replacement devices reduce emissions as anticipated only certain wood stoves are eligible to receive incentives as part of this Program. Any pellet, catalytic or hybrid (catalytic/non-catalytic) wood stove meeting the current NSPS is an eligible replacement device. Catalytic and hybrid stoves had demonstrated lower emissions when tested with the Integrated Duty Cycle (IDC) test method approved by the U.S. EPA as a broadly applicable Alternative Test Method (ATM). The IDC test assesses appliance performance under a range of operating and fueling conditions to better represent in-home use. Catalytic and hybrid wood stoves meeting current NSPS certification may be identified by performing an advanced search and selecting the appropriate subtype (catalytic stove or hybrid) from the U.S. EPA Certified Wood Stove Database.[19] Non-catalytic stoves do not perform as well in IDC testing, but to provide households with some non-catalytic options, four stoves approved by the State of Alaska for installation in the Fairbanks PM2.5 Nonattainment Area, listed in Table 1, will be eligible for incentives. CARB will work with an independent contractor to test additional devices and update the list of eligible non-catalytic stoves on the Program website as appropriate. Additional devices may also be listed based on U.S. EPA retesting.[20]

Table 1. Non-Catalytic Wood Stoves Eligible for Incentives

Manufacturer Name	Model Name	Annual Avg Emission Rate (grams/hr)
Energy Distribution	Invicta Group: Kazan, Kazan GA, Kiara, and Kiara GA	1.8
Energy Distribution	Gaya Ardoise, Itaya, Onyx, Gaya Feuille, Symphonia, Antaya, Theïa, Akan	1.9
HHT/Hearth and Home Tech	21M-ACC-C, Discovery-1-C	1.7
Hearth and Home Technologies	Quadra Fire Expedition II and Vermont Castings Montpelier II	1.8

[19]U.S. EPA Certified Wood Stove Database: *https://www.epa.gov/compliance/epa-certified-wood-heater-database*

[20] See https://www.epa.gov/burnwise/epa-approved-test-labs-and-third-party-certifiers-residential-wood-heaters.

The replacement device must be permanently installed by a professional, appropriately licensed Installer participating in this Program. A list of participating Installers will be established by CAPCOA or each participating District. Self-installation of heating devices will not be allowed under this Program. Portable home heating devices not permanently affixed to the home structure are not eligible replacement options. Any building permits or other required approvals shall be obtained per local, tribal, or State ordinances and shall be the responsibility of the Installer or the Applicant. Districts will be responsible for verifying that each change-out is permitted and inspected in accordance with State, local, and/or tribal ordinances before payment is issued to the Installer or the Applicant.

Eligible Applicants

Applicants interested in replacing their uncertified wood stove or wood insert, or fireplace with an eligible replacement device qualify for this Program if they meet all of the requirements listed below:

- Use an uncertified wood stove or wood insert, or a fireplace, currently operational, as a primary source of heat;
- Select a replacement device which meets stove eligibility in Section II;
- Plan to have the replacement device professionally installed by a participating Installer;
- Agree to receive training on proper wood storage and wood burning practices (if applicable) and device operation and maintenance; and
- Surrender their old wood stove or insert to the Installer who will render it permanently inoperable and recycle it, if recycling is available in the area. If the replacement device is an electric heat pump, District may allow retaining the original heating device to be used only during power outages.

This Program provides incentives for one replacement per household. Households that previously received Program incentives are not eligible. The replacement device must be a primary source of heat in the house. The Program is available for residences occupied by owners or long-term renters. In the case of rental properties, formal approval from both the property owner and the renter will be required as part of the approval process. To qualify for an incentive, the owner will have to agree to not raise the rent of the unit for a period of two years or evict the unit's residents because of increased value of the unit due solely to the newly installed home heating device. Retroactive rebates are not available under this program, so Applicants who remove the old device or purchase a new replacement device prior to being approved for this Program will be disqualified. The old, uncertified device must be rendered permanently inoperable and recycled, if recycling is available in the area, before payment can be issued to the Installer.

Burning wood in a fireplace is very inefficient for home heating purposes; fireplaces are therefore not typically used as a primary source of heat. In rare situations when an Applicant

uses a fireplace as a primary source of heat, the Applicant may qualify for the Program. If the existing fireplace is structurally sound, the Program may offer an incentive to be used towards purchase and installation of an eligible fireplace insert. However, if the fireplace is lacking structural integrity, the incentive could be used towards the purchase of an eligible free-standing home heating device or a heat pump. In this case, the fireplace and chimney must be rendered permanently inoperable to prevent use of the fireplace. Verification of inoperability would be the responsibility of the District. If the replacement device is an electric heat pump, District may allow retaining the original heating device to be used only during power outages.

Installers interested in participating in this Program must agree to the Program's terms and conditions by signing an agreement with the District. Each District will establish their own requirements, but at a minimum, in order to participate in the Program, the Installer will be required to agree to the following:

- Abide by the terms and conditions of the Program;
- Unless verified by the District, verify that the old device and the replacement device qualify for the Program;
- Conduct professional installation of the qualified device in compliance with all applicable State, county, city, or tribal codes/ordinances;
- Provide residents with training on device operation and maintenance and, if applicable, for wood burning devices, best practices in wood storage and wood burning; and
- Render the old device inoperable and recycle it, if recycling is available in the area.

Only Installers who have a signed agreement with CAPCOA or the District will be eligible to participate in the Program. Installers will be responsible for ensuring that all installations are done in accordance with any applicable State, county, or city codes/ordinances, including obtaining any applicable permits and having the installation inspected. Agreements must include the components required by this document and should include key milestone dates and participant requirements for maintaining eligibility prior to Project completion.

Eligible Cost

Eligible change-outs costs include the cost of the new device including sales tax, installation including any parts, materials, permits, or labor required for the safe and legal installation of the new device removal and disposal of the old wood stove or insert, and, if applicable, rendering fireplace inoperable. The Installer will be required to provide a base estimate for the installation of a basic heating device that will be safe, clean-burning, and efficient. Upgrades above the base estimate will be paid by the Applicant. The incentive structure will be determined by CAPCOA or each individual District but incentives can't exceed the actual total change-out cost and are limited to a maximum of $5,000 or $2,500 per property or household for pellet and hybrid stoves or electric heating devices for Enhanced and Standard

Incentives, respectively. A maximum of $10,000 or $5,000 per property or household will be allowed for electric heat pump installations for Enhanced and Standard Incentives, respectively. Districts will pay the Installer (voucher model) or Applicant (rebate model) the approved incentive amount. Any additional balance due will be paid by the Applicant.

Applicants who remove the high-polluting device or purchase a new device prior to being approved for this Program will be disqualified from obtaining compensatory funds. Heating devices or inserts designed exclusively for aesthetic and decorative use are not eligible for this Program.

All eligible costs must be supported by appropriate documentation. Any cost that is not directly related to the change-out, including cost of remodeling work beyond what is required to complete the change-out, is not eligible for an incentive. Total costs may not exceed the maximums noted above. Costs incurred outside of the performance period, indirect/overhead costs, and cost of food or beverages (e.g., served during outreach events) are not eligible for reimbursement. Indirect/overhead costs are expenses of doing business that are of a general nature and are incurred to benefit two or more functions within an organization. Examples of indirect costs include salaries and benefits of employees not directly assigned to work on the Program, functions such as personnel, business services, information technology, and salaries of supervisors. Examples of overhead costs include rent, utilities, and supplies.

The total cost of administering the Program (i.e., the total administrative costs incurred by both CAPCOA and Districts) cannot exceed 10 percent of the total appropriation8765432poiuytr,mn.

Eligibility

Households using uncertified wood stoves, wood inserts, or fireplaces as a primary heat source are eligible for an incentive towards replacing their old heating device with a cleaner option. The incentive amount will be determined by each District in coordination with CAPCOA, but may not exceed a maximum of $5,000 for wood stove, pellet stove, or electric stove heater or $10,000 for electric heat pump. The general structure of incentives must adhere to the following rules:

- Low-income households and households located in disadvantaged or low-income communities or on tribal lands will be eligible to replace their heating device for little or no cost. They will qualify for a higher incentive (Enhanced Incentive). The maximum allowable Enhanced Incentive level is $10,000 for an electric heat pump and $5,000 for all other types of heating devices;
- All other households, regardless of their income, will qualify for a smaller incentive (Standard Incentive) to be applied towards the purchase and installation of the new device. CAPCOA, in coordination with the District, will determine the maximum

allowable Standard Incentive level, not to exceed $5,000 for an electric heat pump and $2,500 for all other types of heating devices; and

- CAPCOA, in coordination with the District, will implement the Program with the goal of directing 75 percent of the funds for Enhanced Incentives to help low-income households and households in disadvantaged and low-income communities, with an emphasis on outreach to households located on tribal lands within the District, replace their old wood stoves for little or no cost. This goal could be accomplished in a variety of ways and Districts are encouraged to explore different options to assist in meeting this Program-wide goal. Examples of two possible scenarios could include:
    - Conducting a District-wide solicitation during which all applications would be collected and reviewed, and priority would be given to those Applicants qualifying for Enhanced Incentives.
    - Implementing the Project in two phases. During the first phase, only applications from low-income households and households in disadvantaged and low-income communities or on tribal lands would be accepted. During the second phase, the Project would be open to all Applicants.

Every Applicant using an uncertified wood stove or fireplace as a primary source of heat for their home qualifies for a Standard Incentive without any need for income verification. To qualify for the higher Enhanced Incentive, the Applicant must reside on tribal land or in a disadvantaged or a low-income community or demonstrate a household income not exceeding a low-income threshold specified below. Income verification will not be required for Applicants residing on tribal lands or in disadvantaged or low-income communities.

Applicants residing outside of disadvantaged and low-income communities and tribal lands wishing to be considered for Enhanced Incentives are required to demonstrate that their household income does not exceed one of the following thresholds:

1) 80 percent of the Statewide Median Household Income (MHI);[21] or
2) County-specific California Department of Housing and Community Development (HCD) low-income limits.[22]

Districts will be responsible for verifying household income eligibility. Districts can qualify an Applicant based on the higher allowable maximum income (80 percent MHI or HCD low-income limits).

For purposes of the Program, there are multiple methods to demonstrate household income eligibility. Applicants may demonstrate eligibility by presenting pay stubs or tax returns for

[21] U.S. Census Bureau, American Community Survey, 5-year Estimates available at: *https://www.census.gov/quickfacts/fact/table/CA,US/PST045221*

[22] California Department of Housing and Community Development Official State Income Limits available at: *http://www.hcd.ca.gov/state-and-federal-income*

each person living in the residence to District personnel for verification and, if qualifying using the HCD low-income limits, reporting the number of people in the household.

Eligibility may also be established through proof of participation in an existing federal or State low-income assistance program, several examples of which are listed below. In cases where an Applicant chooses to demonstrate eligibility through participation in an alternate low-income program, Districts will work with CARB staff to verify that the alternate program's income limits do not exceed Enhanced Incentive income limits for their area.

- U.S. Department of Agriculture Women, Infants and Children (WIC) Program;
- U.S. Department of Health and Human Services Low Income Energy Assistance Program (LIHEAP);
- California Alternate Rates for Energy (CARE) Program with a participating California utility company.

Approval Process

Applicants will be required to complete an application. They must agree to provide information to the District and allow the District and/or Installer to verify that information. They must also agree to receive training on proper wood storage and wood burning practices (if applicable) and device operation and maintenance. The District will be responsible for verifying the following:

- Eligibility of the existing device - ensuring that the existing wood stove, wood insert, or fireplace[23] is uncertified, operational, and used as a primary heat source in the house;
- Eligibility of the replacement stove – ensuring that the replacement device is eligible for the Program as described in Section II; and
- If applying for the Enhanced Incentive, eligibility as a resident of a disadvantaged or low-income community, tribal lands, or a low-income household.

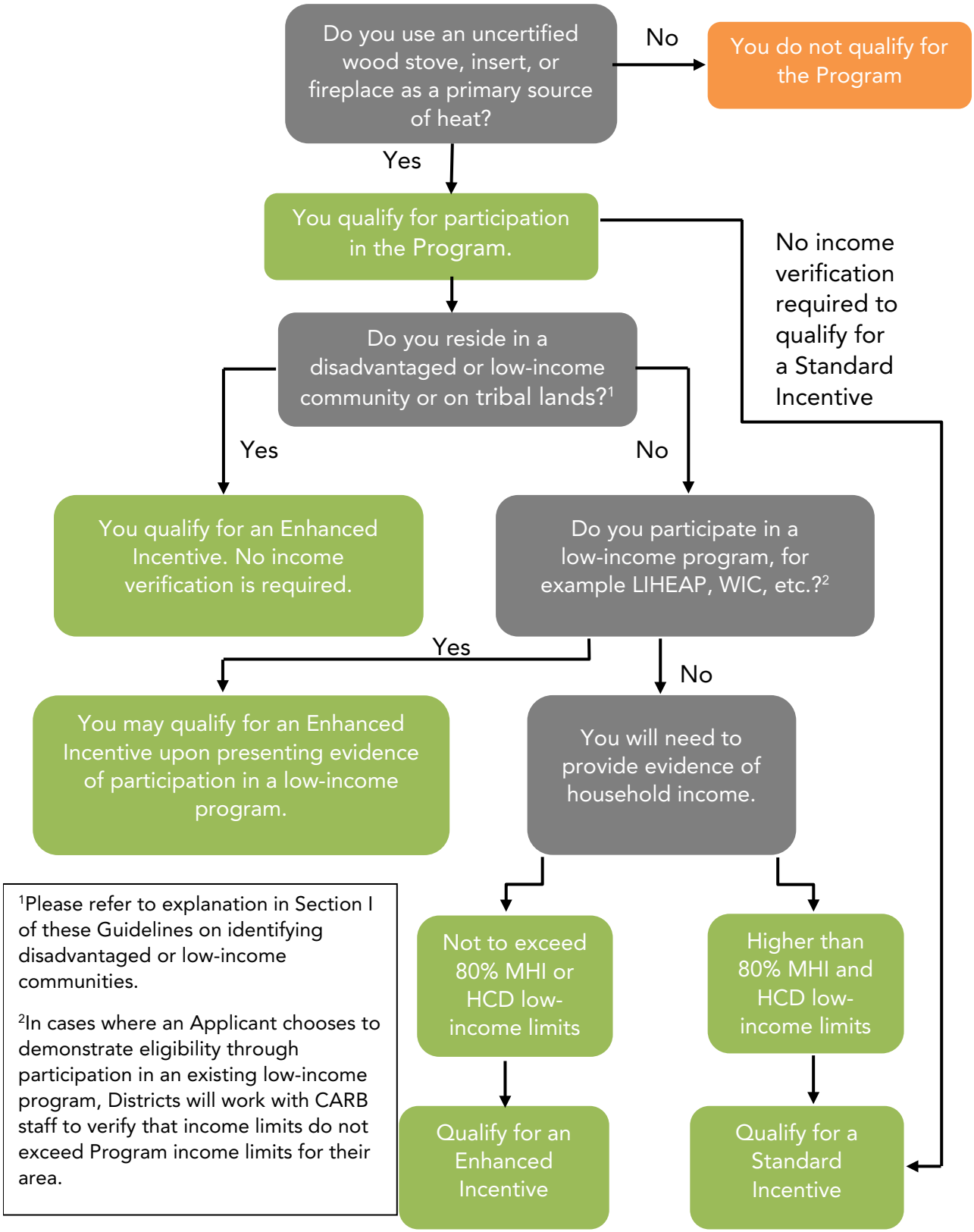
The application will be reviewed to determine if the preliminary qualification requirements have been met. Figure 2 illustrates the approval process and helps determine Program eligibility. The District will notify the Applicant whether the application was approved for participation in the Program. Districts must inform Applicants that applications will be treated in accordance with Public Records Act requirements and that certain information, subject to those requirements, may be publicly disclosed.

Once approved, the Applicant will schedule an in-home estimate with a participating Installer. The Installer will verify the stove's eligibility and present an estimate to the Applicant. The District will have the flexibility to run the Program as a voucher or a rebate

[23] All fireplaces are considered uncertified heating devices.

model. If a Program follows a voucher model, qualified Applicants are issued vouchers that provide an instant discount of the cost of purchase, installation, and disposal of a qualifying device. If a Program follows a rebate model, qualified Applicants are issued rebates after they submit the required documents showing that they have purchased a qualifying device, had it installed by a participating Installer, and properly disposed of their old appliance. Districts must verify that the old device was deemed permanently inoperable and recycled, if recycling is available in the area, before issuing payment for the change-out. Districts choosing to follow a rebate model must ensure that low-income households and households in disadvantaged and low-income communities and on tribal lands are able to participate. This may require offering vouchers in lieu of rebates or administering the Project with a combination of rebates and vouchers.

Figure 2. Approval Process



[1]Please refer to explanation in Section I of these Guidelines on identifying disadvantaged or low-income communities.

[2]In cases where an Applicant chooses to demonstrate eligibility through participation in an existing low-income program, Districts will work with CARB staff to verify that income limits do not exceed Program income limits for their area.

GHG Reductions

Switching from an uncertified wood stove or a fireplace to a U.S. EPA certified pellet stove or eligible wood stove reduces GHG emissions as these stoves are cleaner burning and more energy efficient. Design features in newer pellet stoves and wood stoves promote more complete combustion, reducing emissions of methane, a GHG pollutant.[24] They also typically use significantly less fuel to produce the same amount of heat as an uncertified stove.[25] This reduction in fuel use will further reduce GHG emissions by a similar amount. Switching from an uncertified wood stove to an electric stove heater or electric heat pump will also typically reduce GHG emissions. In the absence of a mechanism to verify that the wood burned in an Applicant's primary heating device is waste material harvested pursuant to an approved timber management plan prepared in accordance with the Z'berg-Nejedly Forest Practice Act of 1973 or other locally or nationally approved plan and harvested for the purpose of forest fire fuel reduction or forest stand improvement, biogenic CO_2 is included in the calculation of GHG benefits for these devices.

Outreach and Education

CAPCOA and the Districts will be responsible for promoting the Program and helping households understand the benefits of changing from an uncertified wood stove to a cleaner home heating device. Since the Program-wide goal is to distribute 75 percent of total funding to residents of disadvantaged and low-income communities and low-income households and tribal lands, the outreach should focus on reaching this segment of the population.

CAPCOA and the Districts will also incentivize outreach and promotion of the Program with local tribal authorities and prioritize implementation on tribal lands.

The Program requires an educational component to ensure that the new home heating devices, particularly pellet stoves and wood stoves, are properly operated and maintained to maximize energy efficiency and achieve the lowest possible emission rates. With proper burning techniques and properly seasoned wood, if using a wood stove, the amount of wood used and emissions generated could be significantly reduced. User operation is important for achieving anticipated reductions. CAPCOA and the Districts will be required to ensure that each change-out is supplemented with a training component. This could be accomplished by

[24] Residential wood stove emissions are in AP 42, Fifth Edition, Volume I, Chapter 1, External Combustion Sources, Section 1.10, web link: *https://www3.epa.gov/ttn/chief/ap42/ch01/final/c01s10.pdf*

[25] U.S. EPA Burn Wise Publication, How to Implement a Wood-Burning Appliance Changeout Program, September 15, 2014; web link: *https://www.epa.gov/sites/production/files/2015-08/documents/howtoimplementawoodstovechangeout.pdf*

having Installers train homeowners following the installation. Districts will be required to obtain verification of training.

Co-benefits

In many communities throughout the State, uncertified wood stoves are a major source of air pollution. Replacing these highly polluting and inefficient stoves with cleaner home heating options can significantly reduce emissions of fine particulate (PM2.5), black carbon, and toxic air contaminants. These emission reductions will vary depending on the type of the replacement device, with the electric devices offering the greatest reductions. Certified pellet stoves and wood stoves or inserts should have significantly lower emissions compared to uncertified wood stoves based on their certification values. However, because the current U.S. EPA certification program fails to ensure that a wood stove performs consistent with the certification results, this Program provides incentives only for select wood stoves that are most likely to provide emission reductions under real-world conditions. To ensure that emission reductions do not diminish even further due to improper operation or lack of proper maintenance, each installation will be accompanied by education on proper device operation, maintenance, and importance of using seasoned wood.

Reductions in black carbon, PM2.5, and toxic air contaminants will reduce the impacts of climate change and improve indoor and outdoor air quality and visibility. In some parts of the State, the PM2.5 co-benefit reductions could have a significant impact on a region's ability to attain ambient air quality standards.

Reductions in PM2.5 pollution will have significant short- and long-term health benefits. Short-term exposures to PM2.5 can aggravate lung disease, causing asthma attacks and acute bronchitis, and may also increase susceptibility to respiratory infections. Long-term exposures have been associated with reduced lung function and the development of chronic bronchitis and even premature death.

Consumers should be able to save approximately 20 percent of their annual fuel cost through the use of professionally installed, certified, high efficiency pellet stoves or wood stoves.[26] Many old stoves are improperly installed, posing significant safety concerns, including health impacts and potential fires. Professional installation required under this Program will ensure that newly installed stoves meet local fire and building codes. If a replacement device is installed in a residence that does not have functional smoke and carbon monoxide detectors, the Program may pay for purchasing and installing new detectors. The Program may support the local economy and job creation by increasing demand for, and installation of, certified wood stoves and other clean heating devices.

[26] Based on the difference in efficiency between uncertified and certified stove: *https://www3.epa.gov/ttn/chief/ap42/ch01/final/c01s10.pdf*

Key Dates and Deadlines

CARB posted the 2021-2022 Program Guidelines for public review and comments on November 7, 2022. The public comment period closed on December 8, 2022, and comments were reviewed and incorporated into the Program Guidelines where appropriate. As a next step, CARB will draft grant agreements with CAPCOA and/or individual Districts. These agreements must be signed and fully executed before funds can be released. If CAPCOA acts as an intermediary between CARB and the Districts, it will be required to enter into separate agreements with the Districts. These separate agreements must ensure compliance with these Program Guidelines and any agreement between CAPCOA and CARB. Any work done prior to a District grant agreement being fully signed and executed will be ineligible for funding. The deadline for executing all grant agreements is June 30, 2023 and the deadline for submitting requests for payment to CARB is April 1, ~~2025~~ 2027.

The Program Guidelines were amended on November 17, 2023, to incorporate the 2022-2023 appropriation; no other amendments to the Program Guidelines were made.

Reporting and GHG Quantification

CCI Funding Guidelines set tracking and reporting requirements for agencies that administer GGRF programs, such as CARB. Each District participating in the Program will be responsible for recordkeeping and providing CAPCOA and/or CARB with information necessary to fulfill Program reporting requirements. CAPCOA will be responsible for compiling the reports and submitting them electronically to CARB. All reports must be consistent with the CCI Funding Guidelines,[27] quantification methodologies,[28] reporting guidance,[29] and the requirements established in these Guidelines. The Program implemented in each participating District will be considered a Project with most of the reporting done on a Project basis. The Project will be comprised of all change-outs for which Program funds are being used, within the District's jurisdiction, along with the administrative work required to implement them. Some reported Project information will be publicly available on the CARB website, including the amount of funding spent on change-outs that benefit disadvantaged communities, low-income communities, and low-income households.

In order to document and calculate reductions in GHG, black carbon, and PM2.5 emissions, and document other co-benefits and benefits to disadvantaged communities, low-income communities, and low-income households, CAPCOA and/or Districts will be responsible for collecting and maintaining the following information for each change-out:

- Tracking number for each change-out;

[27] *https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/2018-funding-guidelines.pdf*
[28] Available at *www.arb.ca.gov/cci-quantification*
[29] ibid.

- Location of change-out;
- Incentive amount and, if applicable, verification that Applicant qualifies for an Enhanced Incentive based on the location of the property in a disadvantaged, low-income, or tribal census tract or Applicant's household income;
- Documents proving the change-out benefits a disadvantaged community, low-income community, or low-income household and description of how the change-out meets respective community need(s);
- Type of wood burning device being replaced (stove, insert, or fireplace);
- Replacement device type and make and model;
- Quantity of wood burned annually before replacement;
- Replacement device emission rates and efficiency (if available and applicable);
- Installation date;
- Copy of final permit (City, County, or State);
- Photographic evidence of change-out completion, including "before" and "after" photos showing the devices in relation to the room where they were/are installed;
- Verification of destruction of uncertified stove (including recycling if available locally) or, where applicable, verification of rendering fireplace and chimney permanently inoperable, unless replacement device is an electric heat pump and the recipient keeps the uncertified stove to use only in case of electricity loss;
- Verification that the recipient was trained on device operation and maintenance and, if applicable, following best practices in wood storage and wood burning for residential space heating;
- GGRF dollars spent; and
- Information on jobs and training opportunities created and whether employees are residents of disadvantaged or low-income communities or low-income households.

Documentation of each wood stove replacement must include all of the parameters above, which are necessary for quantifying the reductions. Record keeping and tracking will be retained by CAPCOA or the District for three years after the Project Closeout report is submitted.

Net GHG reductions from wood stove replacement will be calculated using the CARB approved GHG Quantification Methodology for Fiscal Year 2021-2022 (or subsequent updated methodology) available at the *Cap-and-Trade Auction Proceeds Quantification Materials* webpage.[30] CARB will also develop methodologies to quantify some additional Project co-benefits. CAPCOA will be responsible for performing calculations and reporting results to CARB as part of the reports outlined above.

[30] *https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials*

Disbursement of Funds

Funds cannot be disbursed until there is a fully executed grant agreement between CARB and CAPCOA and/or the individual District. Only those actual and direct Program related costs incurred during the approved term of the grant agreement and as specified in the grant agreement budget will be eligible for payments.

Each District shall maintain an accounting system that accurately reflects fiscal transactions with the necessary controls and safeguards. The accounting system must retain itemized receipts and invoices for all Program funds for at least three years after final payment is made by CARB.

Program Review

The State of California has the right to inspect all work and associated records at any time over the Project life. This right shall extend to any subcontracts, and CAPCOA and/or Districts shall include such access in all their contracts or subcontracts.

CARB shall review a sufficient number of Projects each year to ensure proper Program implementation. The District responsible for the Project selected for program review will be contacted at least 30 days in advance. The program review should include all books, papers, accounts, documents, photographs, and other records related to the Project for which Program funds were used. The District will be expected to assign an employee familiar with the Project and accounting procedures to assist the State reviewer and have the Project records, including cancelled warrants, readily available for inspection.

If the program review reveals that the District did not follow these Guidelines and/or the grant agreement, does not have proper documents to demonstrate following Guidelines and/or the grant agreement, or violated any State or federal law or policy, a corrective action plan will be put in place. The District will have three months to implement the corrective measures. A follow-up program review will be conducted to verify that the deficiencies are fully mitigated. If the corrective actions were not implemented or new problems were discovered during the follow-up program review, a second corrective action plan will be established. If the second follow-up program review is less than satisfactory, the grant agreement with that District will be terminated immediately and the District will be prohibited from receiving any future funding from this Program. The District may be required to fully or partially repay Program funds spent in violation of these Guidelines and/or the grant agreement.

The following are examples of Program deficiencies:

- Replacing a wood stove, wood insert, or fireplace not eligible for the Program;
- Installing a device not eligible for the Program;
- Issuing an Enhanced Incentive to an ineligible Applicant;

- Exceeding the maximum amount of $10,000 for an electric heat pump or $5,000 for any other replacement device for Enhanced Incentive and $5,000 for an electric heat pump or $2,500 for any other replacement device for a Standard Incentive);
- Failing to properly document each change-out;
- Failing to remove and properly dispose of the old stove (except if the replacement device is an electric heat pump); and
- Allowing an Applicant to install his/her replacement device.

If deficiencies are identified during a program review, CARB will be responsible for communicating them to the District, giving the District an opportunity to respond, and, if necessary, assist in drafting a corrective action plan. Districts must make every effort, including requesting assistance from CARB, if necessary, to ensure that the deficiencies are fully mitigated.

MARIPOSA COUNTY

Board of Supervisors

Air Pollution Control District 2023-1

MEETING: July 18, 2023

TO: The Board of Supervisors

FROM: Eric Sergienko, County Health Officer

RE: Accept a Grant in the Amount of $179,770 for the Reduction of Woodsmoke in Mariposa County

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RECOMMENDATION AND JUSTIFICATION

Ratify the acceptance of a grant in the amount of $179,770.00 from the California Air Resources Board (CARB) to Mariposa Air Pollution Control District; and to allow for the transfer of these funds to Health and Human Service Agency's Housing and Homeless program to continue funding of the woodstove replacement program that was started in 2018.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Woodsmoke Reduction Program, part of the California Climate Investments programs, is designed to replace high-polluting, uncertified wood stoves, wood inserts, and fireplaces used for primary home heating with cleaner burning, more efficient home heating devices. The Program willbe administered by CARB and implemented by the District in coordination with the California Air Pollution Control Officers Association (CAPCOA). The role of CAPCOA is to centralize and standardize Program implementation. Residents using uncertified wood stoves, wood inserts, or fireplaces as a primary home heating source in Districts awarded Program funds are eligible for incentives. The incentive amount will vary depending on the type of replacement device, location of the residence, and the household income, with low-income households and households in disadvantaged or low-income communities or on tribal lands qualifying for higher incentives. The Program will include an outreach and educational
component to ensure that households receiving incentives make informed decisions about how to burn and what to burn to maximize the efficiency of the device and minimize pollution.

In 2018, the Mariposa County Air Pollution Control District accepted a $100,000 grant, as part of a pilot program, from CARB and administered through CAPCOA. The decision at that time was to work with the Low Income Heating Assistance Program (LIHEAP) within Mariposa County HHSA. Under this grant, twenty-two woodstoves were replaced.

In 2019, an additional $100,168.07 grant was accepted by the Air Pollution Control District. The performance period for this grant ran from November, 2019 until June 2022. An additional 17 woodstoves were replaced. A waiting list pending additional funding was generated.

An additional grant has not been available until now.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board could choose not to approve this item, less efficient woodstoves which produce more particulate matter would not be replaced with more efficient and cleaner burning ones.

FINANCIAL IMPACT

There would be no cost to the general fund, the grant includes both funding for the program and its administration.

ATTACHMENTS

1. G21-WSRP-13 Mariposa Grant Agreement Executed

VOTE RESULT

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

STATE OF CALIFORNIA
California Environmental Protection Agency
California Air Resources Board
ASD/BCGB-337 (Rev 07/2020)

GRANT AGREEMENT COVER SHEET

GRANT NUMBER
G21-WSRP-13

NAME OF GRANT PROGRAM	
Woodsmoke Reduction Program	
GRANTEE NAME	
Mariposa County Air Pollution Control District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000880	TOTAL GRANT AMOUNT NOT TO EXCEED $179,770.00
START DATE: 6/01/2023	END DATE: 6/30/2025

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and Mariposa County Air Pollution Control District (the "Grantee or Subrecipient").

List of Exhibits:
Exhibit A – Grant Provisions
Exhibit A – Attachment 1 – Grantee Scope of Work
Exhibit B – Required License
Exhibit C – Budget Summary
Exhibit D – Project Schedule
Exhibit E – Insurance Waiver Forms and Examples
Exhibit F – Woodsmoke Reduction Program – Program Guidelines Fiscal Year 2021-2022

Grant is contingent on CARB receipt of a Board Resolution or Minute Order prior to funds being disbursed to Grantee.

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.
The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME		GRANTEE'S NAME (PRINT OR TYPE)	
California Air Resources Board		Mariposa County Air Pollution Control District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY: Alice Kindarara		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Branch Chief	DATE 6/14/2023	TITLE Air Pollution Control Officer	DATE 6/13/2023
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 5100 Bullion Street, Mariposa, California 95338	

CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT	PROGRAM	PROJECT	ACTIVITY	
$179,770.00	3510000L32	N/A	N/A	
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT $0.00	FUND TITLE Greenhouse Gas Reduction Fund			FUND NO. 3228
TOTAL AMOUNT ENCUMBERED TO DATE $179,770.00	(OPTIONAL USE)		CHAPTER 249	STATUTE AB179

APPR REF	ACCOUNT/ALT ACCOUNT	REPORTING STRUCTURE	SERVICE LOCATION	FISCAL YEAR (ENY)
101	5432000	39007100	88511	2021/22

I hereby certify that the California Air Resources Board Budget Office acknowledges that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD BUDGET OFFICE:	DATE

I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE:	DATE

EXHIBIT A

Grant Provisions

1. GRANT SUMMARY AND CONTACT INFORMATION

1.1. The parties agree to comply with the requirements and conditions contained herein, as well as all commitments identified in the following documents:

a. *Woodsmoke Reduction Program – Program Guidelines Fiscal Year 2021-22 Appropriation* (Program Guidelines) dated February 15, 2023, and found in Exhibit F of this Grant Agreement; and

b. The most recent version of the *California Climate Investments Funding Guidelines for Administering Agencies* (Funding Guidelines), found on the Cap-and-Trade Auction Proceeds Funding Guidelines for Administering Agencies website at https://ww2.arb.ca.gov/resources/documents/california-climate-investments-funding-guidelines-administering-agencies and incorporated by reference herein.

1.2. The Woodsmoke Reduction Program (Program) 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. The Program as implemented at the air pollution control district or the air quality management district (District) is referred to as the Project.

1.3. California Climate Investments (CCI) logo and name serves to bring under a single brand the many investments whose funding comes from the Greenhouse Gas Reduction Fund (GGRF). The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits. Grantee agrees to acknowledge the California Climate Investments program whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: 'This publication (or project) was supported by the "California Climate Investments" (CCI) program. Guidelines for the usage of the CCI logo can be found at http://www.caclimateinvestments.ca.gov/logo-graphics-request.



1.4. Grant Summary

Program Title: Woodsmoke Reduction Program 2021-2022

Grant Funding Amount: $179,770.00

The Woodsmoke Reduction Program is a GGRF-funded program designed to replace high-polluting, uncertified wood stoves, wood inserts, and fireplaces used for primary home heating with cleaner burning, more efficient home heating devices. The 2021-2022 GGRF appropriation committed $5,000,000 for this Program. The Program will be administered by CARB and implemented by the District in coordination with the California Air Pollution Control Officers Association (CAPCOA). The role of CAPCOA is to centralize and standardize Program implementation. This Program will further the goals of Assembly Bill 32 (Nunez, Chapter 488, Statutes of 2006) and related statutes (comprising Health and Safety Code Division 25.5) to reduce greenhouse gas emissions, as well as provide important co-benefits in reducing black carbon emissions and improving air quality.

Residents using uncertified wood stoves, wood inserts, or fireplaces as a primary home heating source in Districts awarded Program funds are eligible for incentives. The incentive amount will vary depending on the type of replacement device, location of the residence, and the household income, with low-income households and households in disadvantaged or low-income communities or on tribal lands qualifying for higher incentives. The Program will include an outreach and educational component to ensure that households receiving incentives make informed decisions about how to burn and what to burn to maximize the efficiency of the device and minimize pollution.

1.5. Grant Parties and Contact Information

a. This grant is from CARB to the Mariposa County Air Pollution Control District (hereinafter referred to as Grantee). The Grantee will perform the activities outlined in Section 4, Scope of Work, and Attachment I, Grantee Scope of Work.

b. The CARB Program Liaison is Kasia Turkiewicz or another designee appointed by CARB. Correspondence regarding this Program shall be directed to:

Kasia Turkiewicz
California Air Resources Board
Air Quality Planning and Science Division
Post Office Box 2815
Sacramento, California 95812
Phone: (279) 208-7743
Email: kasia.turkiewicz@arb.ca.gov

c. The Grantee Liaison is Eric Sergienko or another designee appointed by Grantee. Correspondence regarding this Program must be directed to:

Mr. Eric Sergienko
Air Pollution Control Officer
Mariposa County Air Pollution Control District
5100 Bullion Street
Mariposa, CA 95338
Phone: (209) 966-2220
Email: esergienko@mariposacounty.org

1.6. Definitions for terms used in this Grant Agreement can be found in Section 16.

2. GOVERNING BOARD APPROVAL

2.1. Prior to the execution of this Grant Agreement, the Grantee is required to submit to CARB a resolution, minute order, or other approval of its governing board that authorizes the Grantee to enter into this Grant Agreement and that commits the Grantee to comply with the requirements of this Grant Agreement. Alternatively, the Grantee and CARB may execute this Grant Agreement before a Grantee has submitted this governing board resolution, minute order, or other approval to CARB; however, the Grantee may not perform work under this Grant Agreement, and no funding will be disbursed until the Grantee has submitted this governing board resolution, minute order, or other approval to CARB.

3. PROGRAM PERIOD

3.1. Performance of work or other expenses billable to CARB under this Grant may commence after full execution of this Grant Agreement by both parties and Grantee's submission to CARB of its governing board's resolution, minute order, or other approval, described in Section 2 of this

Grant Agreement. Performance on this Grant ends once the Grantee has submitted a draft final report (Project Closeout) or if this Grant Agreement is terminated, whichever is earlier.

3.2. Upon full expenditure of grant funds, the Grantee shall submit a Project Closeout report to the CARB Program Liaison (see Section 12.2.d of this Grant Agreement) after Program completion.

3.3. Funds that Grantee has not liquidated by June 30, 2025, must be returned to CARB within ninety (90) days, or by September 30, 2025. Expenditure of Project funds granted may not be reduced due to any loss incurred in an insured bank or investment account.

3.4. If additional funding becomes available, the CARB Executive Officer in his sole discretion retains the authority to amend this Grant to provide additional disbursement to the Grantee to complete tasks related to the Scope of Work for this Grant Agreement.

4. SCOPE OF WORK

This section defines the nature of the Program and respective duties and requirements of CARB, the Grantee, and CAPCOA in implementing this Grant Agreement.

4.1. The Program will provide incentives towards the replacement of existing uncertified residential wood burning stoves, wood inserts, or fireplaces used for primary space heating with the Program-eligible replacement devices listed in Section 4.2.

4.2. Only the following types of home heating devices are eligible for incentives: electric stove heaters, electric heat pumps, pellet stoves, hybrid wood stoves, catalytic wood stoves, and select non-catalytic wood stoves listed in Table 1. Pellet or wood burning stoves must meet the current New Source Performance Standards (NSPS) to be eligible for incentives.

Table 1. Non-Catalytic Wood Stoves Eligible for Incentives

Manufacturer Name	Model Name	Annual Avg Emission Rate (grams/hr)
Energy Distribution	Invicta Group: Kazan, Kazan GA, Kiara, and Kiara GA	1.8
Energy Distribution	Gaya Ardoise, Itaya, Onyx, Gaya Feuille, Symphonia, Antaya, Theïa, Akan	1.9
HHT/Hearth and Home Tech	21M-ACC-C, Discovery-1-C	1.7
Hearth and Home Technologies	Quadra Fire Expedition II and Vermont Castings Montpelier II	1.8

4.3. Any wood stove removed through this Program must be rendered permanently inoperable and recycled, if recycling is available in the area. If the replacement device is a ductless mini-split heat pump, household may be allowed to retain the old wood burning device to serve as emergency heat in case of a power outage. The approval to retain the old device will be granted on a case-by-case basis by the District. Households would be required to sign an agreement to use their old device only in case of a power outage.

4.4. Incentives offered by other programs can be combined with ones offered by this Program to reduce households' out-of-pocket costs providing the sum of all incentives does not exceed the actual cost of the project and the change-out conforms to all Program requirements.

4.5. CARB is responsible for the following:

a. Participating in meetings with Grantee to discuss Program refinements and guide the administration of the Program.

b. Reviewing and, if appropriate, approving Project elements provided by Grantee.

c. Reviewing and, if appropriate, approving all grant disbursement requests and distribution of funds to Grantee.

d. Working with Grantee and CAPCOA to develop templates for data and report submittals at both Program and Project levels.

e. Providing Project oversight in conjunction with Grantee and CAPCOA.

f. Ensuring Grantee complies, and ensures Project compliance, with applicable requirements of the Program Guidelines, Funding Guidelines, and this Agreement.

g. Reviewing data and reports submitted by Grantee.

h. Submitting semi-annual reports to the California Climate Investment Reporting and Tracking System (CCIRTS).

i. Reviewing a sufficient number of Projects (number determined by CARB Program Liaison) each year to ensure proper Program implementation as directed by both Program and Funding Guidelines.

4.6. Grantee is responsible for the following:

Developing and implementing Project tasks as described below and in Attachment I, Grantee Scope of Work. Minimum duties and requirements of Grantee include:

a. Implementing the Project as outlined in the Program Guidelines.

b. Participating in a Project kick-off meeting or conference call with CARB staff and CAPCOA before work begins. The purpose of the initial meeting will be to discuss the overall plan, Program schedule, Project reporting, and any issues that may need to be addressed.

c. Participating in more frequent meetings that may be scheduled at the discretion of the CARB Program Liaison, CAPCOA, and the Grantee.

d. Ensuring that all Project tasks are completed during the period of this grant.

e. Apprising the CARB Program Liaison of any delays in implementing the scope of work below.

f. Overseeing the Project budget and funds.

g. Abiding by the insurance requirements in Section 10 of this Grant Agreement.

h. Collecting and maintaining records in accordance with Section VI of the Program Guidelines as well as Section 7 of this Grant Agreement to comply with reporting and program review requirements.

i. Ensuring that only licensed professionals will be used to perform services under this Grant Agreement. Professional installers could participate in the Program if they have a minimum of three (3) years of experience installing home heating devices to manufacturer specifications and possess an appropriate active license issued by the California Contractors State License Board throughout the life of the

contract. Exhibit B lists acceptable licenses for each type of installation.

j. Coordinating with CAPCOA on the submission of required reports as specified in Section 12 of this Grant Agreement.

k. Promoting the Program with the emphasis on low-income households and households located in disadvantaged or low-income communities or on tribal lands with the goal to distribute 75 percent of Project funds to these priority populations.

4.7. CAPCOA is responsible for the following:

a. Serving as an intermediary between CARB and Grantee in Project implementation.

b. Monitoring Grantee's progress in Project implementation and apprising CARB Program Liaison of any problems or delays.

c. Communicating regularly with CARB and Grantee on Project implementation.

d. Acting as a clearing house to facilitate the exchange of information, including Program-related forms, examples of advertisements, examples of reports and other related information, between Grantee and other Districts participating in the Program.

e. Coordinating with Grantee on the submission of required reports consistent with Section 12.

f. Submitting required reports to CARB consistent with Section 12.

5. FINANCIAL MATTERS AND GRANT DISBURSEMENTS

5.1. Budget

a. The maximum amount of this Grant is **$179,770.00**. Under no circumstance will CARB reimburse the Grantee for more than this amount. A written Grant Agreement amendment is required whenever there is a change to the amount of this Grant.

b. The budget for this Project is shown in Exhibit C. Grant Disbursement Requests for the total Grant amount must not exceed the amount shown in Exhibit C. Project implementation costs also must not exceed the amount shown in Exhibit C. All of the Project implementation funds may be used for direct costs, but indirect costs are limited to the amount shown in the Exhibit C, Budget Summary.

c. The total funding may be reallocated by CARB at CARB's sole discretion in the event that the Grantee requests less than the total

funds allocated for the Project for all Project activities performed during the term of the Grant Agreement.

5.2. Advance Payment

Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of grant awards in a timely manner to support program initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems.

Recognizing that appropriate safeguards are needed to ensure grant monies are used responsibly, CARB has developed the grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments to Grantee of a grant program or project if CARB determines all of the following.

a. The advance payments are necessary to meet the purposes of the grant project.

b. The use of the advance funds is adequately regulated by grant or budgetary controls.

c. The request for application or the request for proposals contains the terms and conditions under which an advance payment may be received consistent with this section.

d. The Grantee is either a small air district or the Grantee meets all of the following criteria:

   i. Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service.

   ii. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the Grant Agreement.

   iii. Submits a spending plan to CARB for review prior to receiving the advance payment. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all state grant programs.

   iv. CARB shall consider the available fund balance when determining the amount of the advance payment.

   v. Reports to CARB any material changes to the spending plan within thirty (30) days.

   vi. Agrees to not provide advance payment to any other entity.

e. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. The Grantee shall

provide a money transfer confirmation within forty-five (45) days upon the receipt of a notice from CARB.

f. The Grantee must complete and submit to CARB for review and approval, an Advance Payment Request Form, along with each grant disbursement that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the grant execution.

g. CARB may provide an advance of the direct project costs of the grant, if the program has moderate reserves and potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.

h. The Grantee assumes legal and financial risk of the advance payment.

i. Grantee shall place funds advanced under this section in an interest-bearing account. Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible grant-related expenses as outlined in Sections 4, 8, 9, and 17 or will be returned to CARB.

j. Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned and submit quarterly fiscal accounting reports consistent with Section 12 of this Grant Agreement.

k. Grantee shall remit to CARB any unused portion of the advance payment and interest earned within ninety (90) days following the end date of this Grant Agreement term on June 30, 2025, or the reversion date of the appropriation, whichever comes first.

5.3. Grant Disbursement

All disbursements from the total Grant award will be made following CARB's review and approval of any Grant Disbursement Request Forms.

a. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code Section 927, et. Seq.

6. SUSPENSION OF PAYMENT AND GRANT AGREEMENT TERMINATION

6.1. CARB reserves the right to issue a grant suspension order in the event that a dispute should arise. The grant suspension order will be in effect until the dispute has been resolved or the Grant Agreement has been terminated. If the Grantee chooses to continue work on the Project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension in the event CARB terminates the Grant Agreement. If CARB rescinds the suspension order

and does not terminate the Grant Agreement, CARB at its sole discretion will reimburse the Grantee for any expenses incurred during the suspension that CARB deems reimbursable in accordance with the terms of the Grant Agreement.

6.2. CARB reserves the right to terminate this Grant Agreement upon thirty (30) days' written notice to the Grantee, if CARB determines that the Program has not progressed satisfactorily after conducting a Project review (Section 11.5 of this Grant Agreement) or if the Grantee has violated the grant agreement and the Grantee and CARB have been unable to agree on modifications to the Project. In case of early termination, the Grantee will submit a Progress Report covering activities up to, and including, the termination date and following the requirements specified herein and in Section 12.

6.3. CARB reserves the right to immediately terminate this Grant Agreement in accordance with general grant provisions outlined in Section 15.

6.4. CARB or its designee may recoup funds that were received based upon misinformation or fraud, or for which a Grantee, District, or subcontractor is in significant or continual non-compliance with the terms of this grant or State law. CARB also reserves the right to prohibit any entity from participating in future projects, due to non-compliance with Program requirements. Examples of Program deficiencies include.

a. Replacing a wood stove, wood insert, or fireplace not eligible for the Program;

b. Installing a device not eligible for the Program;

c. Issuing an Enhanced Incentive to an ineligible Applicant;

d. Failing to properly document each change-out;

e. Failing to properly dispose of the old stove;

f. Allowing an Applicant to install his/her replacement device; and

g. Failing to submit required reports.

7. PROJECT RECORDS

7.1. Grantee will develop and maintain accounting procedures as further described below. Project records include but are not limited to Grantee's financial and other records. All Project records must be retained by the Grantee for a period of three (3) years after the final Project funds liquidation date of June 30, 2025 and shall be stored in a secured and safe storage facility that maintains confidentiality and provides fire and natural disaster protection. All Project records are subject to program review and State audit pursuant to Section 13 of this Grant Agreement. Upon completion of the third (3rd) year of record

retention, the Grantee shall take all reasonable steps to dispose, or arrange for the disposal, of records containing Personally Identifiable Information by (a) shredding, (b) erasing, or (c) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.

7.2. Without limitation of the requirement to maintain Project accounts in accordance with generally accepted accounting principles, the Grantee must:

a. Establish an official file for the Project that will adequately document all significant actions relative to the Project.

b. Establish separate accounts that will adequately and accurately depict all amounts received and expended on the Project.

c. Establish an accounting system that will adequately depict final total costs of the Project, including both direct and indirect costs.

7.3. Other records include all deliverables required under Section12 of this Grant Agreement and those specified in the Program Guidelines.

7.4. Grantee will ensure that applicants are made aware that information collected under the auspices of this Program, with the exception of confidential or personally identifiable information as noted in Section 15.23 of this Grant Agreement, may be made publicly available to the extent allowed by federal, State, and local laws and regulations.

8. DOCUMENTATION OF USE OF PROJECT FUNDS

8.1. The Grantee must maintain documentation of all Project funds including the following:

a. Application, including affidavit of primary source of heat;

b. Verification of old device eligibility;

c. Verification of new device eligibility;

d. Verification of income (if applicable);

e. Copy of final permit (City, County, or State);

f. Photographic evidence of change-out completion, including "before" and "after" photos showing the devices in relation to the room where they were/are installed;

g. Verification of destruction of uncertified stove (including recycling if available locally) or, where applicable, verification of rendering fireplace and chimney permanently inoperable;

h. Verification that the resident was trained on device operation and maintenance and, if applicable, following best practices in wood

storage and wood burning for residential space heating; and

i. Invoices from installer and a verification of payment.

If selected for a Program Review, Grantee must make this documentation available to CARB staff. An abbreviated listing of completed change-outs and associated costs must be submitted to CARB with each quarterly Fiscal Report.

9. DOCUMENTATION OF USE OF PROJECT IMPLEMENTATION FUNDS

9.1. Project implementation funds may be used for implementing the tasks identified in the Scope of Work. The total cost of implementing the Project must not exceed the amount specified in Exhibit C, Budget Summary. All of the Project implementation funds may be used for direct costs, but indirect costs are limited to the amount shown in the Exhibit C, Budget Summary.

9.2. Project implementation costs include cost of labor and expenses directly related to implementing the Project (direct cost) as well as costs not tied directly or solely to the Project (indirect costs also referred to as administrative costs).

a. Direct project implementation costs, directly related to implementing the Project, include the following:

   i. The Grantee's personnel costs;

   ii. Fringe benefit costs;

   iii. Operating costs (including rent, supplies, and equipment);

   iv. Travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR)[1];

   v. Overhead;

   vi. Consultant fees (if pre-approved by CARB); and

   vii. Printing, records retention, and mailing costs.

b. Indirect project implementation costs, not tied directly or solely to the Project, also referred to as administrative costs, include the following:

   i. Distributed administration and general administrative services;

   ii. Non-project related contracts or subscriptions;

   iii. Rent and office space, phones and telephone services, printing, or mailing services not associated with staff working on the project; and

[1] Under no circumstances should the Grantee exceed travel expenses and per diem rates set by CalHR.

iv. Any other costs that are not directly and fully incurred to support the grant.

9.3. The Grantee must maintain documentation of all direct and indirect Project implementation costs, including the following:

a. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to Project administration.

b. Administration funds for subcontractor(s) must be documented with copies of the contract and any applicable invoices.

c. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices.

d. Any reimbursement for necessary travel and per diem must be at rates not to exceed those amounts paid to the State's represented employees. No travel outside the State of California will be reimbursed unless prior written authorization is obtained from CARB. CalHR's travel and per diem reimbursement amounts may be found online at http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx. Reimbursement must be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee; and

e. If indirect costs are used to document administration funds for the Project, the Grantee must indicate how these costs are determined.

9.4. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three (3) years after the final Project funds liquidation date of June 30, 2025.

9.5. The above documentation must be provided to CARB in the Final Report.

10. INSURANCE REQUIREMENTS

10.1. General Provisions

a. Coverage Term: Coverage needs to be in force for the complete term of the Project agreement. If insurance expires during the term of the Project agreement, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the Project agreement.

b. Policy Cancellation or Termination and Notice of Non-Renewal:

Installer/contractor is responsible to notify the State within five (5) business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event installer/contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate the Project agreement upon the occurrence of such event, subject to the provisions of this Grant Agreement.

c. Deductible: Installer/contractor is responsible for any deductible or self-insured retention contained within their insurance program.

d. Primary Clause: Any required insurance contained in the Project agreement shall be primary, and not excess or contributory to any other insurance carried by the State.

e. Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the installer/contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

f. Endorsements: Any required endorsement must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

g. Inadequate Insurance: Inadequate or lack of insurance does not negate the installer/contractor's obligations under the Agreement.

h. Satisfying an SIR: All insurance required by this Grant Agreement or the Project agreements must allow the State to pay and/or act as the installer/contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the installer/contractor's agent in satisfying any SIR is at the State's discretion.

i. Available Coverages/Limits: All coverage and limits available to the installer/contractor shall also be available and applicable to the State.

j. Subcontractors/Manufacturers: In the case of installer/contractor's utilization of subcontractors/manufacturers to complete the contracted scope of work, installer/contractor shall include all subcontractors/manufacturers as insured's under installer/contractor's insurance or supply evidence of insurance to the State equal to policies, coverages, and limits required of installer/contractor.

10.2. Commercial General Liability

Installer/contractor shall maintain general liability on an occurrence form with limits not less than $1,000,000 per and $2,000,000 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent

contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Project agreement. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the installer/contractor's limit of liability. **The policy must name the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.**

10.3. Automobile Liability

Installer/contractor shall maintain motor vehicle liability with limits not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. **The policy must name the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.**

In the event that the installer/contractor does not have any commercially owned motor vehicles, a no-owned autos waiver must be completed and retained in District files. A sample waiver form is included in Exhibit E of this Grant Agreement.

10.4. Workers' Compensation and Employers' Liability

Contractor must furnish to the State a certificate of insurance to remain in effect at all times during the term of this Agreement. Contractor shall maintain statutory workers' compensation and employers' liability for all its employees who will be engaged in the performance of the Agreement. Employers' liability limits of $1,000,000 are required. The policy must include:

> **When work is performed on State owned or controlled property the Workers' Compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.**

In the event that the installer/contractor does not have any employees, a worker's compensation statement of exemption form must be completed and retained in District files. An example exemption form is included in Exhibit E of this Grant Agreement.

11. PROGRAM MONITORING

11.1. Any changes to the Scope of Work or timeline for the Project require the prior written approval of the CARB Program Liaison, and, depending on the scope and extent of the changes, may require a written Grant Agreement Amendment.

11.2. The Grantee must notify the CARB Program Liaison and Grant Coordinator immediately, in writing, if any circumstances arise (technical, economic, or otherwise), which might jeopardize completion of the Project, or if there is a change in key Project personnel.

11.3. The Grantee must coordinate with CAPCOA to provide information requested by the CARB Program Liaison that is needed to assess progress in completing tasks and meeting the objectives of the Project.

11.4. Any change in budget allocations, re-definition of deliverables, or extension of the Project schedule must be requested in writing to the CARB Program Liaison and approved by CARB, in its sole discretion. Such changes may require a written Grant Agreement Amendment.

11.5. CARB will review a sufficient number of Projects each year to ensure proper Program implementation. If Grantee is selected for Project review, CARB will contact Grantee Liaison at least thirty (30) days in advance. The Project review should include all books, papers, accounts, documents, photographs, and other records related to the Project for which Program funds were used. The Grantee will be expected to assign an employee familiar with the Project and accounting procedures to assist the CARB reviewer(s) and have the Project records, including cancelled warrants, readily available for inspection.

12. REPORTING

12.1. Data Flow

a. The Grantee must coordinate with CAPCOA on the submittal of required Project and fiscal reports. If requested by CARB, Grantee will be responsible for submitting reports directly to CARB.

12.2. Project Reporting

a. Project data are reported during each semi-annual reporting cycle. The reporting cycles cover December 1 through May 31 and June 1 through November 30. The reports are due to CARB on June 1 and December 1.

b. Grantee shall submit an initial Project report called Awarded Report upon entering into a Project agreement with CARB. At this stage, Grantee must submit data with Project details and expected benefits. This report is submitted once during the first reporting cycle after signing the Agreement in a format agreed upon between the CARB Program Liaison and the Grantee.

c. The Grantee shall submit Implementation Reports each reporting cycle. The Implementation Reports shall be provided in a format agreed upon between the CARB Program Liaison and the Grantee

and will contain information on each change-out completed during the reporting cycle.

d. When the Project is complete, the Grantee shall submit a Project Closeout Report. The Project Closeout Report shall be provided in a format agreed upon between the CARB Program Liaison and the Grantee. This report shall be submitted upon completion of the Project at the next reporting cycle.

12.3. Fiscal Reporting

a. Following receipt of funds, Grantee will submit quarterly fiscal accounting reports (Fiscal Report) to CAPCOA detailing expenditure of funds by Grantee, including interest accrued on any Project funds received. The Fiscal Reports shall be provided in a format agreed upon between the CARB Program Liaison and the Grantee and needs to include an itemized invoice of all expenditures incurred during the quarter.

13. OVERSIGHT AND ACCOUNTABILITY

The Grantee must comply with all oversight responsibilities identified herein.

13.1. CARB or its designee may recoup Project funds which were received based upon misinformation or fraud, or for which a Grantee or its subcontractor(s), or a participant in the Project is in significant or continual non-compliance with the terms of this Grant Agreement or state law.

13.2. CARB or its designee reserves the right to review the Project at any time during the duration of this Grant Agreement the Grantee's costs of performing the Grant and to refuse payment of any reimbursable costs or expenses that in the opinion of CARB or its designee are unsubstantiated or unverified. The Grantee shall cooperate with CARB or its designee including, but not limited to, promptly providing all information and documents requested, such as all financial records, documents, and other information pertaining to reimbursable costs, and any matching costs and expenses.

13.3. The Grantee shall retain all records referred to above and provide them for examination and Project review or State audit for three (3) years after the final Project funds liquidation date of June 30, 2025.

13.4. The Grantee shall develop and maintain accounting procedures to track reservation and expenditures by grant award, fiscal year, and of all funding sources.

13.5. CAPCOA will serve in an oversight role to centralize and standardize Program implementation. Grantee shall coordinate with CAPCOA on the submission of required reports.

14. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

14.1. CARB has determined that the Project funded by this Grant Agreement is exempt from CEQA; Grantee should ensure that the Project is implemented consistent with the Grant Agreement to maintain CEQA exempt status.

15. GENERAL PROVISIONS

15.1. **Potential sub-grantee**: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between CARB and any sub-grantees, and no sub-grant shall relieve Grantee of its responsibilities and obligations under this Grant Agreement. Grantee agrees to be as fully responsible to CARB for the acts and omissions of its sub-grantees and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its sub-grantees is an independent obligation from CARB's obligation to make payments to Grantee. As a result, CARB shall have no obligation to pay or to enforce the payment of any moneys to any sub-grantee. Grantee shall not sub-grant any services under this Grant Agreement without the prior approval in writing of CARB.

15.2. **Amendment**: No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.

15.3. **Assignment**: This grant is not assignable by the Grantee, either in whole or in part, without the consent of CARB, in writing.

15.4. **Compliance with law, regulations, etc.**: The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal, State, and local laws, rules, guidelines, regulations, and requirements.

15.5. **Conflict of interest**: The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.

15.6. **Disputes**: The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within thirty (30) days of when the issue is first raised with CARB staff in writing shall be subject to resolution by the CARB Executive Officer, or designated representative. Nothing contained in

this paragraph is intended to limit any rights or remedies that the parties may have under law.

15.7. **Environmental justice**: In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.

15.8. **Fiscal management systems and accounting standards**: The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

15.9. **Force majeure**: Neither CARB nor the Grantee shall be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, etc.

15.10. **Governing law and venue**: This grant is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

15.11. **Indemnification**: The Grantee agrees to indemnify, defend and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee or any sub-grantee, and out of the operation of equipment that is purchased with funds from this Grant Award.

15.12. **Grantee's responsibility for work**: The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contract, or sub-grantee's contract, for work on the Program or any project, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State

will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

15.13. **Independent contractor**: The Grantee, and its agents and employees, and sub-grantees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.

15.14. **Nondiscrimination**: During the performance of this Grant Agreement, the Grantee, sub-grantees, and their contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. The Grantee and its third party entities shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its third party entities shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its third party entities shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement

15.15. **No third party rights**: The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking establish herein.

15.16. **Prevailing wages and labor compliance**: If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.

15.17. **Severability**: If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.

15.18. **Termination**: CARB may terminate this Grant Agreement by written notice at any time prior to completion of Projects funded by this Grant Agreement, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement, within ten (10) days.

15.19. **Timeliness**: Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Project in an expeditious manner.

15.20. **Waiver of rights**: Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

15.21. **Availability of funds**: CARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.

15.22. **Confidentiality**: No record that has been designated as confidential by CARB, or is the subject of a pending application of confidentiality, shall be disclosed by the Grantee. Any confidential information or data submitted to CARB by the Grantee may be shared with other divisions within CARB.

15.23. **Personally identifiable information**: Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this agreement in perpetuity, and shall not release or publish any such information or data.

15.24. **Ownership**: All information or data received or generated by the Grantee under this agreement shall become the property of CARB. No information or data received or generated under this agreement shall be released without CARB's approval. This does not prohibit Grantee from promoting the Program. Grantee shall follow the guidelines acknowledging CCI funding and logo use outlined in Section 1.3.

15.25. **Audit**: Grantee agrees that CARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. Grantee agrees to maintain such records

for possible audit for a minimum of three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of the State to audit records and interview staff in any Grant related to performance of this Agreement.

16. DEFINITIONS

16.1. **AB 32**: Assembly Bill 32, Global Warming Solutions Act, Nuñez, Chapter 488, Statutes of 2006.

16.2. **Administrative Costs (Also Referred to as Indirect Project Implementation Costs):** A subset of project implementation costs, not tied directly or solely to the Project, such as distributed administration and general administrative services; non-project related contracts or subscriptions; rent and office space, phones and telephone services, printing, or mailing services not associated with staff working on the Project; or any other costs that are not directly and fully incurred to support the grant.

16.3. **Applicant**: Individual resident requesting replacement of older wood stove or device.

16.4. **Awarded Project Report**: The initial Project report with Project details and expected benefits submitted to CAPCOA during the first reporting cycle after signing this Agreement following the reporting requirements in Section 12 of this Grant Agreement.

16.5. **CAPCOA**: California Air Pollution Control Officers Association.

16.6. **CARB**: California Air Resources Board.

16.7. **CCI**: California Climate Investments

16.8. **Change-out**: Replacement of individual wood stove (or other device).

16.9. **Direct Project Implementation Costs**: Costs of direct labor and expenses associated with implementing the Project. Examples include: outreach and education, application review and processing, processing payments, and data reporting.

16.10. **District(s)**: Local air pollution control districts or air quality management districts.

16.11. **Enhanced Incentive**: A higher incentive given to low-income households and households located on tribal lands or in disadvantaged or low-income communities. The maximum allowable Enhanced Incentive level is $10,000 for an electric heat pump and $5,000 for all other types of heating devices

16.12. **Funding Guidelines**: *California Climate Investments Funding Guidelines for Administering Agencies*.

16.13. **GGRF**: Greenhouse Gas Reduction Fund.

16.14. **Grantee**: Grant recipient.

16.15. **Implementation Costs**: Costs of implementing the Project including direct labor and expenses as well as any indirect expenses (also referred to as administrative expenses).

16.16. **Implementation Report**: An update on all incentives/upgrades that have been installed since the last reporting cycle for each change-out funded and overseen by Grantee. This report is submitted to CAPCOA following the reporting requirements in Section 12 of this Grant Agreement.

16.17. **Incentive**: The amount of funding given to an applicant to replace an uncertified wood stove, wood insert, or fireplace. The incentive amount will be determined by each District in coordination with CAPCOA but cannot exceed $10,000 for an electric heat pump or $5,000 for any other replacement device for Enhanced Incentive and $5,000 for an electric heat pump or $2,500 for any other replacement device for a Standard Incentive.

16.18. **Indirect Project Implementation Costs**: Also defined as Administrative Costs.

16.19. **Installer**: A licensed professional contracted to remove the uncertified wood stove or insert and install the replacement device, possessing an appropriate active license, consistent with Exhibit B, issued by the California Contractors State License Board throughout the life of the contract, and have a minimum of three (3) years of experience of installing home heating devices to manufacturer specifications.

16.20. **Program**: Woodsmoke Reduction Program

16.21. **Program Guidelines**: CARB's February 15, 2023 *Woodsmoke Reduction Program – Program Guidelines Fiscal Year 2021-22 Appropriation*.

16.22. **Project**: Program implementation at the District level.

16.23. **Project Agreement:** The agreement entered into between the Grantee and any sub-grantee to implement the Program at the District level.

16.24. **Project Closeout**: The final report submitted by the Grantee to the CARB Program Liaison at the next reporting cycle after all funds have been expended or after the legal agreement between CARB and Grantee has ended.

16.25. **Reporting Cycle**: Span of time used to report on Program progress. Program data are submitted semi-annually for the reporting cycles

covering December 1 through May 31 (due to CARB June 1) and June 1 through November 30 (due to CARB December 1).

16.26. **Standard Incentive**: A lower incentive given to households which do not qualify for Enhanced Incentive. The maximum allowable Standard Incentive level is $5,000 for an electric heat pump and $2,500 for all other types of heating devices.

16.27. **Subcontractor**: District or Installer.

16.28. **Sub-grantee**: District or Installer or other entity that has entered into an agreement with Grantee or District(s) to perform services related to this Grant Agreement.

EXHIBIT A, Attachment I

Grantee Scope of Work

1. Grantee will provide incentives in Grantee's jurisdiction towards the replacement of existing uncertified residential wood burning stoves, wood inserts, or fireplaces used for primary residential heating with the Program-eligible replacement devices listed in Section 4.2.
2. Grantee will ensure that incentives do not exceed the actual total change-out cost and are limited to a per property or household maximum of $10,000 for an electric heat pump or $5,000 for any other replacement device for Enhanced Incentive and $5,000 for an electric heat pump or $2,500 for any other replacement device for a Standard Incentive.
3. Grantee will promote the Program and help households understand the benefits of changing from an uncertified wood stove to a cleaner home heating device.
4. Grantee's goal should be to distribute seventy-five (75) percent of total funding to low-income households and households located in disadvantaged or low-income communities or on tribal lands.
5. Grantee will keep records of each change-out, including the following:
    a. Application including address, priority population designation and/or income verification (if applicable), affidavit of primary source of heat, and proof of eligible existing stove.
    b. Verification of installation including proof of installer eligibility, proof of final inspections/permits, and proof of eligible replacement stove.
    c. Verification of destruction of old stove and, if applicable, rendering the fireplace inoperable.
    d. Verification of training.
    e. Verification of payment and invoices from installers.
6. Grantee will provide a subset of this information, consistent with templates provided by CARB, to the CAPCOA coordinator for collection and preparation of Progress Reports to be submitted to CARB.
7. Grantee will ensure that change-out recipient is trained on proper wood storage and wood burning practices (if applicable) and device operation and maintenance.
8. Grantee will coordinate with CAPCOA on the preparation of required reports consistent with Section 12.

EXHIBIT B

Required License

Professional installers may participate in the Program if they have a minimum of three (3) years of experience installing home heating devices to manufacturer specifications and possess an appropriate active license issued by the California Contractors State License Board throughout the life of the contract. Acceptable license(s) for each type of installation are listed below.

License Class	Equipment Allowed to Install	Special Conditions
C61/D34	• Wood stove/insert • Pellet stove/insert • Electric stove/insert heater	As long as there are no modifications/alterations to the structure. Furthermore, a C61/D34 contractor cannot perform any masonry facing work associated with the stove/insert installation.
C20	• Wood stove/insert • Pellet stove/insert • Electric stove/insert heater • Heat pump	
B	• Wood stove/insert • Pellet stove/insert, • Electric stove/insert heater • Heat pump	A "B" contractor is allowed to install listed heating equipment if the installation was part of a larger project that included at least two unrelated trades. Framing and carpentry does not count towards the count of unrelated trades. Without performing additional trades or holding additional license, a B-contractor would be required to subcontract with an individual holding a C61/D34 or C20 License.

Exhibit C

Budget Summary

Category	Subcategory	Grant Amount
Project Funds		$162,454.00
Project Implementation Funds*	Total	$17,316.00
	Direct	$8,658.00
	Indirect (Administrative Funds)	$8,658.00
Total Grant Funds		$179,770.00

* Project implementation costs must not exceed the Total amount shown in Exhibit C. All of the Project Implementation Funds may be used for direct costs but indirect costs are limited to the amount shown in the Exhibit C for Indirect (Administrative Funds).

Exhibit D

Project Schedule

Task	Milestone Description	Timeline
1	Execute Grant Agreement	No later than June 30, 2023
2	Transfer funds to Grantee	No later than June 30, 2023
3	Submit "Awarded" Reports to CARB	December 1, 2023
4	Begin project installations	Upon receiving funds
5	Submit "Implemented" Reports	Each reporting cycle
7	Submit quarterly fiscal accounting reports	Each calendar quarter
8	Complete project installations	June 30, 2025
9	Submit "Closeout" report upon completion of the project at the next reporting cycle	No later than December 1, 2025

Exhibit E

Insurance Waiver Forms and Examples

Automobile Liability

Contractor's name and address on company stationary

Current Date

Department Name

Re: No Owned Autos

To Whom It May Concern:

Please know and mark your records to show that (contractor's name) does not own any automobiles.

Should (contractor's name) purchase an auto(s) during the term of its contract with (Department Name) it will obtain owned auto coverage and provide evidence to (Department Name).

Sincerely,

Name/Title of Owner, Member, Partner or Corporate Owner of the Contractor

Exhibit E: Insurance Waiver Forms and Examples (continued)

Workers' Compensation and Employers' Liability

Workers' Compensation Statement of Exemption

Contractor must submit this form to State of California, certifying under penalty of perjury that he or she does not employ anyone in a manner that is subject to the Workers' Compensation laws of California (see Business and Professions Code Section 7125).

DO NOT SUBMIT THIS FORM IF YOU HAVE EMPLOYEES

For exemption from workers' compensation, you must complete the requested information and sign form.

Please type or print neatly and legibly in black or dark blue ink.

SECTION 1 – REQUIRED INFORMATION

CONTRACTOR'S NAME	**CONTRACT NUMBER**		**STATE DEPARTMENT**	
MAILING ADDRESS number/street or P.O. box		city	state	ZIP code
STREET ADDRESS number/street only – NO P.O. boxes		city	state	ZIP code
PHONE NUMBER	**CELL PHONE NUMBER**		**EMAIL ADDRESS**	

SECTION 2 – REQUIRED CHECK BOX

YOU MUST CHECK ONY ONE OF THE BOXES BELOW.

☐ I do not employ anyone in the manner subject to the workers' compensation laws of California.

☐ I am an out-of-state contractor, and I do not hire employees who reside in California. (You must provide a certificate of insurance from your workers' compensation insurance carrier).

SECTION 3 – REQUIRED SIGNATURE

I certify under penalty of perjury under the laws of the State of California that the information provided on this exemption statement is true and accurate. I understand that, upon employing anyone in a manner that is subject to the workers' compensation law of the State of California, the claim of exemption executed under this form will no longer be valid. I also understand that, as soon as I employ anyone subject to California's workers' compensation law, I must obtain a Certificate of Workers' Compensation Insurance, submit that certificate to State of California within 90 days of its effective date, and continuously maintain the coverage provided by the certificate in accordance with the law and as required by this contract. I further understand that failure to comply with this requirement is grounds for disciplinary action.

Date	Signature of Contractor (Owner, Partner, or Officer)	Printed Name of Contractor (Owner, Partner, or Officer)

Exhibit F

Woodsmoke Reduction Program
Program Guidelines Fiscal Year 2021-2022

Woodsmoke Reduction Program - Program Guidelines Fiscal Year 2021-2022
Appropriation
February 15, 2023

Woodsmoke Reduction Program

Program Guidelines

FISCAL YEAR 2021-2022 APPROPRIATION

February 15, 2023





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Executive Summary

The Woodsmoke Reduction Program is part of California Climate Investments (CCI), 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. The cap-and-trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. CCI projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling and much more. Statute establishes investment minimums for disadvantaged and low-income communities and low-income households. For more information, visit *California Climate Investments*.[1]

Senate Bill 563[2] established the Woodsmoke Reduction Program (Program) to be administered by the California Air Resources Board (CARB) to promote the voluntary replacement of old wood-burning stoves with cleaner and more efficient home heating alternatives. The legislation also authorizes money from the Greenhouse Gas Reduction Fund (GGRF) to be appropriated for incentives offered as part of the Program. State Budgets appropriate $5,000,000 in fiscal year (FY) 2016-2017,[3] $3,000,000 in FY 2018-2019,[4] and $5,000,000 in FY 2021-2022[5] to CARB to incentivize replacement of old, uncertified wood-burning devices with cleaner options. The Program, administered by CARB, is implemented by the California Air Pollution Control Officers Association (CAPCOA) in coordination with local air pollution control districts or air quality management districts (Districts). CAPCOA determines how much funding will be available to each District participating in the Program. The Program implemented in each participating District is considered a Project while an individual woodstove replacement is called a change-out. CARB developed Program Guidelines (Guidelines) to help CAPCOA and Districts set up Projects that meet the State's statutory requirements and policy objectives for appropriations from GGRF. The first Guidelines, addressing the 2016-2017 appropriation, were published on September 9, 2017,[6] the second update, addressing the 2018-2019 appropriation,[7] on May 21, 2019, and the current Guidelines address the 2021-2022 appropriation. The Program is designed to help households replace an uncertified wood stove or wood insert, or a fireplace used as a

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[1] *https://ww2.arb.ca.gov/our-work/programs/california-climate-investments*

[2] Lara, Chapter 671, Statues of 2017, adding Health and Safety Code sec. 39733.

[3] Assembly Bill (AB) 1613, Committee on Budget, Chapter 370, Budget Act of 2016, Item 3900-101-3228, Section 10, Provision 4.

[4] Senate Bill (SB) 856, Committee on Budget, Chapter 30, Budget Act of 2018, Item 3900-101-3228, Section 36, Provision 2.

[5] Senate Bill (SB) 170, Committee on Budget, Chapter 240, Budget Act of 2021, Item 3900-101-3228, Section 87, Provision 2.

[6] https://ww2.arb.ca.gov/our-work/programs/residential-woodsmoke-reduction/woodsmoke-reduction-program

[7] Ibid.

primary source of heat, with a cleaner-burning and more efficient device. The replacement devices emit less greenhouse gases (GHG) and other air pollutants; they also are less likely to start fires than old stoves that may have been improperly installed. The Program will offer incentives towards the purchase and installation of the qualifying device. California residents using uncertified wood stoves or wood inserts manufactured before July 1, 1988 or using fireplaces as a primary heat source in Districts awarded Program funds are eligible for this Program. The incentive amount will vary depending on the location of the residence and the household income, with some households qualifying for full replacement cost. The Program will include an outreach and educational component to ensure that households make informed decisions about how to burn and what to burn to maximize the efficiency of the device and minimize pollution. This Program will further the goals of California Health and Safety Code Division 25.5,[8] reduce GHG emissions, improve air quality, and protect the health, safety, and well-being of California residents.

These Program Guidelines apply to FY 2021-2022 GGRF appropriations and will be updated in future years as appropriate. The replacement of existing wood-burning devices with cleaner technologies provides an important opportunity to promote lower-carbon clean heating powered by renewable energy by offering incentives only for electric heating and the cleanest wood-burning devices. Therefore, contingent on reauthorization and funds, future guidelines will continue to maximize GHG reductions while still addressing the need to provide applicants within disadvantaged or low-income communities and low-income households, as well as households on tribal lands low-income communities or households funding for lower-carbon clean heating options. Future guidelines may also consider administrative streamlining based on the experience gained through implementation.

Program Goals and Objectives

The Program furthers the goals of Health and Safety Code Division 25.5 and reduces GHG emissions by offering incentives toward the replacement of existing uncertified residential wood burning devices used for space heating with cleaner options. For the purpose of this Program, a stove refers to a permanently installed free-standing wood stove, pellet stove, or electric heater stove or one installed in a masonry fireplace cavity or other enclosure (commonly referred to as an insert). The current iteration of the Program is funded through the appropriation of $5,000,000 in FY 2021-2022 from the Greenhouse Gas Reduction Fund.[9] The Program, administered by CARB, will be implemented by CAPCOA in coordination with Districts. CAPCOA will determine how much funding will be available to each District

[8] Appropriations from the GGRF must further the purposes of Health and Safety Code Division 25.5, added and amended by AB 32 (Global Warming Solutions Act of 2006, Pavley and Nuñez, Chapter 488, Statutes of 2006), SB 32 (Pavley, Chapter 249, Statutes of 2016), AB 197 (E. Garcia, Chapter 250, Statutes of 2016), and AB 398 (E. Garcia, Chapter 135, Statutes of 2017), and other legislation.

[9] Item 3900-102-3228 of the Budget Act of 2021, as amended by SB170 (Chapter 240, Statutes of 2021).

participating in the Program. To be eligible for the Program, a homeowner or renter, for the purpose of this document referred to as an Applicant, must currently use an uncertified wood stove or wood insert manufactured before July 1, 1988, or fireplace as a primary heat source in Districts awarded Program funds. The incentive amount will depend on where the property is located and Applicant's household income, with some households qualifying for full replacement cost. The Program will maximize benefits to households in disadvantaged or low-income communities and low-income households, as well as households on tribal lands, and has as a goal to distribute 75 percent of the total funding to these priority populations.[10] Applicants residing in a census tract identified as a disadvantaged[11] or low-income[12] community can qualify for higher incentives. Applicants residing outside of a census tract identified as a disadvantaged or low-income community, who can demonstrate low-income eligibility based on household income, can also qualify for higher incentives.[13] Applicants residing on tribal lands can also qualify for higher incentives. All other Applicants are eligible for lower incentives. Benefits to disadvantaged and low-income communities and low-income households will be evaluated using criteria listed on the CCI Quantification, Benefits, and Reporting Materials website.[14] Projects are expected to meaningfully address an important community need by reducing exposure to local environmental contaminants, such as toxic air contaminants and criteria air pollutants.

The existing uncertified wood stove, wood insert, or fireplace must be replaced with an electric heat pump, electric stove heater, certified pellet stove, or wood stove approved for this Program, as described in the "Replacement Device" section below. Only select wood stoves are eligible for incentives as part of this Program, which is necessary to ensure that the replacement devices reduce emissions as anticipated.

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[10] Priority populations include residents of: (1) census tracts identified as disadvantaged by California Environmental Protection Agency per SB 535; (2) census tracts identified as low-income per AB 1550; or (3) a low-income household per AB 1550. Current definitions and designations are available at: www.arb.ca.gov/cci-communityinvestments.1550.

[11] Disadvantaged community census tracts are identified by CalEPA per *SB 535* (De León, Chapter 830, Statutes of 2012), and available at *http://www.calepa.ca.gov/EnvJustice/GHGInvest/*

[12] Low-income communities are defined as census tracts with a median household income at or below 80 percent of the statewide median household income or with a median household income at or below the threshold designated as low-income by Department of Housing and Community Development's State Income Limits adopted pursuant to the Health and Safety Code Section 50093 (*AB 1550* (Gomez, Chapter 369, Statutes of 2016). Maps of low-income communities are available at *https://www.arb.ca.gov/cci-communityinvestments*.

[13] Low-income households are those with household incomes at or below 80 percent of the statewide median household income or with household incomes at or below the threshold designated as low-income by the Department of Housing and Community Development's list of state income limits adopted pursuant to Section 50093. (*AB 1550,* Gomez, Chapter 369, Statutes of 2016.) Districts will be responsible for verifying household income eligibility.

[14] Available at: *https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials*

The Program will achieve GHG emission reductions from the increased efficiency and reduced emissions of the newly installed devices. Older, uncertified wood stoves are often inefficient, high-polluting, and may pose a fire risk. The replacement options selected for this Program should reduce greenhouse gas and particulate matter emissions. Co-benefits include significant and long-term reductions in emissions of criteria pollutants and toxic air contaminants, along with reduced fire risk and reliance on fossil fuels thereby accelerating transition to lower carbon home heating.

The replacement device must be installed by a professional, appropriately licensed stove installer (Installer) and meet local fire and building codes. A professionally installed device will improve the health, safety, and comfort of all residents. To ensure reductions in emissions are permanent, any wood stove removed through this Program must be rendered permanently inoperable and recycled, if recycling is available in the area. If the replacement device is a ductless mini-split heat pump, household may be allowed to retain the old wood burning device to serve as emergency heat in case of a power outage. The approval to retain the old device will be granted on a case-by-case basis by the District. Households would be required to sign an agreement to use their old device only in case of a power outage.

The Program will include outreach and educational components to both inform residents about the benefits of switching to cleaner burning home heating devices and train them on the proper operation and maintenance to maximize the device efficiency and minimize pollutant emissions.

The Program implemented in each participating District will be considered a Project. The Project will comprise all of the change-outs, for which Program funds are being used, within the District's jurisdiction along with the administrative work required to implement them.

Stove Eligibility and Performance Standards

I. Existing Home Heating Devices

To be eligible for the Program, an Applicant must be currently relying on an operational uncertified wood stove or insert, or fireplace, as a primary source of heat in the residence.

An uncertified wood stove or insert is one that has not been certified by the U.S. EPA to comply with the performance and emission standards as defined in Title 40 Code of Federal Regulations, Part 60, Subpart AAA, February 28, 1988, or any subsequent revisions. To determine if the existing stove is uncertified, Applicant may do the following:

- Determine when the wood stove was installed. Wood stoves installed before July 1, 1988 do not comply with the particulate emission standards and therefore qualify for this Program.

- Check the stove model against the U.S. EPA current and historical list of certified[15] wood heaters. If the stove's manufacturer and model is not on the current and historical lists, the stove is considered uncertified.
- Check the back of the wood stove for a certification label. Wood stoves which do not have any label describing particulate matter emission standards qualify for this Program. Wood stoves certified by the U.S. EPA to comply with any of the particulate emission standards are not eligible for replacement through this Program. These stoves will have a label, like that pictured in Figure 1, permanently affixed to them stating that the stove is certified to comply with the 1988, 1990, 2015, or 2020 U.S. EPA standards.

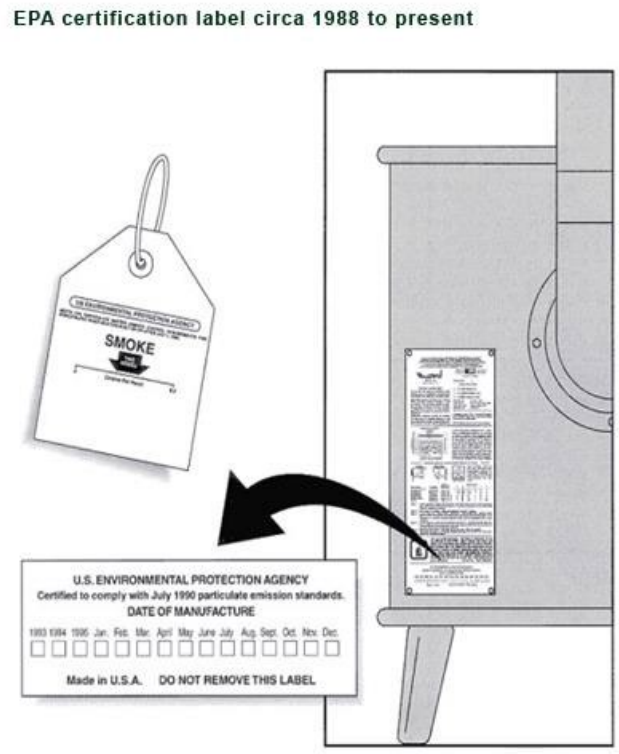
Applicants will determine the eligibility of their current wood stove. Applications will be reviewed by the District to determine if preliminary qualification requirements have been met. The wood stove's eligibility will be verified by the District or an Installer during an in-home estimate.

An Applicant using a fireplace as a primary source of heat could also qualify for this Program. Section III, Eligible Home Heating Replacements, includes more information on how to qualify for this type of change-out.

Only operational devices, currently installed in a residence, and used as a primary source of heat qualify for this Program. Applicants who remove the device prior to an in-home estimate will be disqualified.

[15] U.S. EPA Certified Wood Stove Database: *https://www.epa.gov/compliance/epa-certified-wood-heater-database*

Figure 1. U.S. EPA Stove Certification Label



II. Replacement Device

The uncertified wood stove or insert, or fireplace, must be replaced by an eligible replacement device. The following types of home heating devices are eligible for this Program:

- Electric stove heaters,
- Electric heat pumps,
- Pellet stoves,
- Hybrid wood stoves,
- Catalytic wood stoves, and
- Select non-catalytic wood stoves.

In a 2021 report, Assessment of U.S. EPA's Residential Certification Program Northeast States of Coordinated Air Use Management[16] (NESCAUM) revealed significant problems with the current wood stove certification program. As a result of significant flexibility in testing combined with limited oversite, many wood stoves certified by U.S. EPA as meeting the

[16] https://www.nescaum.org/documents/nescaum-review-of-epa-rwh-nsps-certification-program-rev-3-30-21.pdf/

current New Source Performance Standard (NSPS) may have higher emissions than old uncertified stoves they are replacing. Most wood stoves on the market use either a secondary combustion system (non-catalytic stoves) or a catalytic combustor (catalytic stoves) to meet the U.S. EPA emission standards. Hybrid wood stoves combine a catalytic combustor with the secondary combustion system in one.

To ensure that the replacement devices reduce emissions as anticipated only certain wood stoves are eligible to receive incentives as part of this Program. Any pellet, catalytic or hybrid (catalytic/non-catalytic) wood stove meeting the current NSPS is an eligible replacement device. Catalytic and hybrid stoves had demonstrated lower emissions when tested with the Integrated Duty Cycle (IDC) test method approved by the U.S. EPA as a broadly applicable Alternative Test Method (ATM). The IDC test assesses appliance performance under a range of operating and fueling conditions to better represent in-home use. Catalytic and hybrid wood stoves meeting current NSPS certification may be identified by performing an advanced search and selecting the appropriate subtype (catalytic stove or hybrid) from the U.S. EPA Certified Wood Stove Database.[17] Non-catalytic stoves do not perform as well in IDC testing, but to provide households with some non-catalytic options, four stoves approved by the State of Alaska for installation in the Fairbanks PM2.5 Nonattainment Area, listed in Table 1, will be eligible for incentives. CARB will work with an independent contractor to test additional devices and update the list of eligible non-catalytic stoves on the Program website as appropriate. Additional devices may also be listed based on U.S. EPA retesting.[18]

Table 1. Non-Catalytic Wood Stoves Eligible for Incentives

Manufacturer Name	Model Name	Annual Avg Emission Rate (grams/hr)
Energy Distribution	Invicta Group: Kazan, Kazan GA, Kiara, and Kiara GA	1.8
Energy Distribution	Gaya Ardoise, Itaya, Onyx, Gaya Feuille, Symphonia, Antaya, Theïa, Akan	1.9
HHT/Hearth and Home Tech	21M-ACC-C, Discovery-1-C	1.7
Hearth and Home Technologies	Quadra Fire Expedition II and Vermont Castings Montpelier II	1.8

[17]U.S. EPA Certified Wood Stove Database: *https://www.epa.gov/compliance/epa-certified-wood-heater-database*

[18] See https://www.epa.gov/burnwise/epa-approved-test-labs-and-third-party-certifiers-residential-wood-heaters.

The replacement device must be permanently installed by a professional, appropriately licensed Installer participating in this Program. A list of participating Installers will be established by CAPCOA or each participating District. Self-installation of heating devices will not be allowed under this Program. Portable home heating devices not permanently affixed to the home structure are not eligible replacement options. Any building permits or other required approvals shall be obtained per local, tribal, or State ordinances and shall be the responsibility of the Installer or the Applicant. Districts will be responsible for verifying that each change-out is permitted and inspected in accordance with State, local, and/or tribal ordinances before payment is issued to the Installer or the Applicant.

Eligible Applicants

Applicants interested in replacing their uncertified wood stove or wood insert, or fireplace with an eligible replacement device qualify for this Program if they meet all of the requirements listed below:

- Use an uncertified wood stove or wood insert, or a fireplace, currently operational, as a primary source of heat;
- Select a replacement device which meets stove eligibility in Section II;
- Plan to have the replacement device professionally installed by a participating Installer;
- Agree to receive training on proper wood storage and wood burning practices (if applicable) and device operation and maintenance; and
- Surrender their old wood stove or insert to the Installer who will render it permanently inoperable and recycle it, if recycling is available in the area. If the replacement device is an electric heat pump, District may allow retaining the original heating device to be used only during power outages.

This Program provides incentives for one replacement per household. Households that previously received Program incentives are not eligible. The replacement device must be a primary source of heat in the house. The Program is available for residences occupied by owners or long-term renters. In the case of rental properties, formal approval from both the property owner and the renter will be required as part of the approval process. To qualify for an incentive, the owner will have to agree to not raise the rent of the unit for a period of two years or evict the unit's residents because of increased value of the unit due solely to the newly installed home heating device. Retroactive rebates are not available under this program, so Applicants who remove the old device or purchase a new replacement device prior to being approved for this Program will be disqualified. The old, uncertified device must be rendered permanently inoperable and recycled, if recycling is available in the area, before payment can be issued to the Installer.

Burning wood in a fireplace is very inefficient for home heating purposes; fireplaces are therefore not typically used as a primary source of heat. In rare situations when an Applicant uses a fireplace as a primary source of heat, the Applicant may qualify for the Program. If the existing fireplace is structurally sound, the Program may offer an incentive to be used towards purchase and installation of an eligible fireplace insert. However, if the fireplace is lacking structural integrity, the incentive could be used towards the purchase of an eligible free-standing home heating device or a heat pump. In this case, the fireplace and chimney must be rendered permanently inoperable to prevent use of the fireplace. Verification of inoperability would be the responsibility of the District. If the replacement device is an electric heat pump, District may allow retaining the original heating device to be used only during power outages.

Installers interested in participating in this Program must agree to the Program's terms and conditions by signing an agreement with the District. Each District will establish their own requirements, but at a minimum, in order to participate in the Program, the Installer will be required to agree to the following:

- Abide by the terms and conditions of the Program;
- Unless verified by the District, verify that the old device and the replacement device qualify for the Program;
- Conduct professional installation of the qualified device in compliance with all applicable State, county, city, or tribal codes/ordinances;
- Provide residents with training on device operation and maintenance and, if applicable, for wood burning devices, best practices in wood storage and wood burning; and
- Render the old device inoperable and recycle it, if recycling is available in the area.

Only Installers who have a signed agreement with CAPCOA or the District will be eligible to participate in the Program. Installers will be responsible for ensuring that all installations are done in accordance with any applicable State, county, or city codes/ordinances, including obtaining any applicable permits and having the installation inspected. Agreements must include the components required by this document and should include key milestone dates and participant requirements for maintaining eligibility prior to Project completion.

Eligible Cost

Eligible change-outs costs include the cost of the new device including sales tax, installation including any parts, materials, permits, or labor required for the safe and legal installation of the new device removal and disposal of the old wood stove or insert, and, if applicable, rendering fireplace inoperable. The Installer will be required to provide a base estimate for the installation of a basic heating device that will be safe, clean-burning, and efficient. Upgrades above the base estimate will be paid by the Applicant. The incentive structure will be determined by CAPCOA or each individual District but incentives can't exceed the actual

total change-out cost and are limited to a maximum of $5,000 or $2,500 per property or household for pellet and hybrid stoves or electric heating devices for Enhanced and Standard Incentives, respectively. A maximum of $10,000 or $5,000 per property or household will be allowed for electric heat pump installations for Enhanced and Standard Incentives, respectively. Districts will pay the Installer (voucher model) or Applicant (rebate model) the approved incentive amount. Any additional balance due will be paid by the Applicant.

Applicants who remove the high-polluting device or purchase a new device prior to being approved for this Program will be disqualified from obtaining compensatory funds. Heating devices or inserts designed exclusively for aesthetic and decorative use are not eligible for this Program.

All eligible costs must be supported by appropriate documentation. Any cost that is not directly related to the change-out, including cost of remodeling work beyond what is required to complete the change-out, is not eligible for an incentive. Total costs may not exceed the maximums noted above. Costs incurred outside of the performance period, indirect/overhead costs, and cost of food or beverages (e.g., served during outreach events) are not eligible for reimbursement. Indirect/overhead costs are expenses of doing business that are of a general nature and are incurred to benefit two or more functions within an organization. Examples of indirect costs include salaries and benefits of employees not directly assigned to work on the Program, functions such as personnel, business services, information technology, and salaries of supervisors. Examples of overhead costs include rent, utilities, and supplies.

The total cost of administering the Program (i.e., the total administrative costs incurred by both CAPCOA and Districts) cannot exceed $500,000, which is 10 percent of the total 2021-2022 appropriation.

Eligibility

Households using uncertified wood stoves, wood inserts, or fireplaces as a primary heat source are eligible for an incentive towards replacing their old heating device with a cleaner option. The incentive amount will be determined by each District in coordination with CAPCOA, but may not exceed a maximum of $5,000 for wood stove, pellet stove, or electric stove heater or $10,000 for electric heat pump. The general structure of incentives must adhere to the following rules:

- Low-income households and households located in disadvantaged or low-income communities or on tribal lands will be eligible to replace their heating device for little or no cost. They will qualify for a higher incentive (Enhanced Incentive). The maximum allowable Enhanced Incentive level is $10,000 for an electric heat pump and $5,000 for all other types of heating devices;
- All other households, regardless of their income, will qualify for a smaller incentive (Standard Incentive) to be applied towards the purchase and installation of the new

device. CAPCOA, in coordination with the District, will determine the maximum allowable Standard Incentive level, not to exceed $5,000 for an electric heat pump and $2,500 for all other types of heating devices; and

- CAPCOA, in coordination with the District, will implement the Program with the goal of directing 75 percent of the funds for Enhanced Incentives to help low-income households and households in disadvantaged and low-income communities, with an emphasis on outreach to households located on tribal lands within the District, replace their old wood stoves for little or no cost. This goal could be accomplished in a variety of ways and Districts are encouraged to explore different options to assist in meeting this Program-wide goal. Examples of two possible scenarios could include:
    - Conducting a District-wide solicitation during which all applications would be collected and reviewed, and priority would be given to those Applicants qualifying for Enhanced Incentives.
    - Implementing the Project in two phases. During the first phase, only applications from low-income households and households in disadvantaged and low-income communities or on tribal lands would be accepted. During the second phase, the Project would be open to all Applicants.

Every Applicant using an uncertified wood stove or fireplace as a primary source of heat for their home qualifies for a Standard Incentive without any need for income verification. To qualify for the higher Enhanced Incentive, the Applicant must reside on tribal land or in a disadvantaged or a low-income community or demonstrate a household income not exceeding a low-income threshold specified below. Income verification will not be required for Applicants residing on tribal lands or in disadvantaged or low-income communities.

Applicants residing outside of disadvantaged and low-income communities and tribal lands wishing to be considered for Enhanced Incentives are required to demonstrate that their household income does not exceed one of the following thresholds:

1) 80 percent of the Statewide Median Household Income (MHI);[19] or
2) County-specific California Department of Housing and Community Development (HCD) low-income limits.[20]

Districts will be responsible for verifying household income eligibility. Districts can qualify an Applicant based on the higher allowable maximum income (80 percent MHI or HCD low-income limits).

For purposes of the Program, there are multiple methods to demonstrate household income eligibility. Applicants may demonstrate eligibility by presenting pay stubs or tax returns for

[19] U.S. Census Bureau, American Community Survey, 5-year Estimates available at: *https://www.census.gov/quickfacts/fact/table/CA,US/PST045221*

[20] California Department of Housing and Community Development Official State Income Limits available at: *http://www.hcd.ca.gov/state-and-federal-income*

each person living in the residence to District personnel for verification and, if qualifying using the HCD low-income limits, reporting the number of people in the household.

Eligibility may also be established through proof of participation in an existing federal or State low-income assistance program, several examples of which are listed below. In cases where an Applicant chooses to demonstrate eligibility through participation in an alternate low-income program, Districts will work with CARB staff to verify that the alternate program's income limits do not exceed Enhanced Incentive income limits for their area.

- U.S. Department of Agriculture Women, Infants and Children (WIC) Program;
- U.S. Department of Health and Human Services Low Income Energy Assistance Program (LIHEAP);
- California Alternate Rates for Energy (CARE) Program with a participating California utility company.

Approval Process

Applicants will be required to complete an application. They must agree to provide information to the District and allow the District and/or Installer to verify that information. They must also agree to receive training on proper wood storage and wood burning practices (if applicable) and device operation and maintenance. The District will be responsible for verifying the following:

- Eligibility of the existing device - ensuring that the existing wood stove, wood insert, or fireplace[21] is uncertified, operational, and used as a primary heat source in the house;
- Eligibility of the replacement stove – ensuring that the replacement device is eligible for the Program as described in Section II; and
- If applying for the Enhanced Incentive, eligibility as a resident of a disadvantaged or low-income community, tribal lands, or a low-income household.

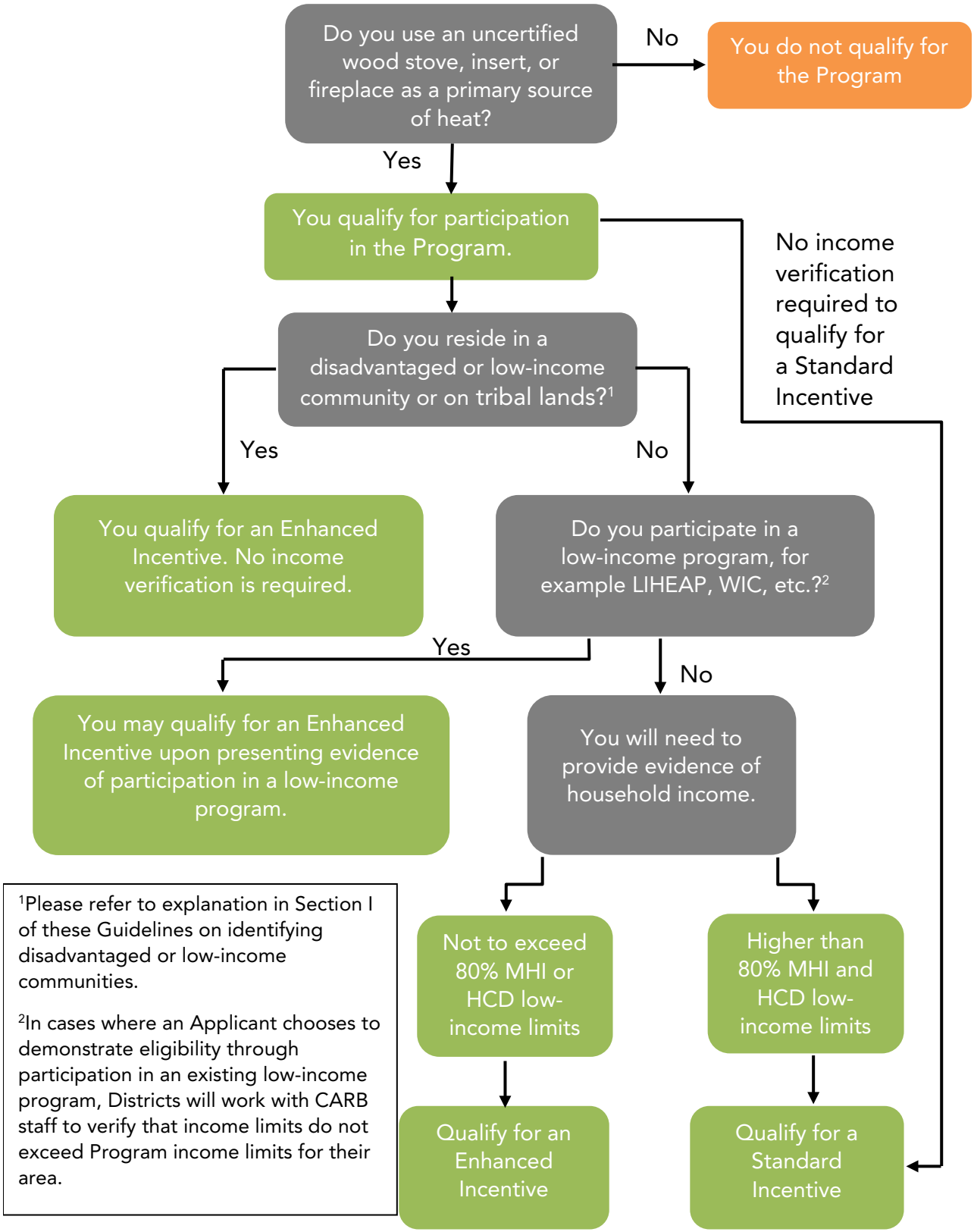
The application will be reviewed to determine if the preliminary qualification requirements have been met. Figure 2 illustrates the approval process and helps determine Program eligibility. The District will notify the Applicant whether the application was approved for participation in the Program. Districts must inform Applicants that applications will be treated in accordance with Public Records Act requirements and that certain information, subject to those requirements, may be publicly disclosed.

Once approved, the Applicant will schedule an in-home estimate with a participating Installer. The Installer will verify the stove's eligibility and present an estimate to the Applicant. The District will have the flexibility to run the Program as a voucher or a rebate

[21] All fireplaces are considered uncertified heating devices.

model. If a Program follows a voucher model, qualified Applicants are issued vouchers that provide an instant discount of the cost of purchase, installation, and disposal of a qualifying device. If a Program follows a rebate model, qualified Applicants are issued rebates after they submit the required documents showing that they have purchased a qualifying device, had it installed by a participating Installer, and properly disposed of their old appliance. Districts must verify that the old device was deemed permanently inoperable and recycled, if recycling is available in the area, before issuing payment for the change-out. Districts choosing to follow a rebate model must ensure that low-income households and households in disadvantaged and low-income communities and on tribal lands are able to participate. This may require offering vouchers in lieu of rebates or administering the Project with a combination of rebates and vouchers.

Figure 2. Approval Process



[1]Please refer to explanation in Section I of these Guidelines on identifying disadvantaged or low-income communities.

[2]In cases where an Applicant chooses to demonstrate eligibility through participation in an existing low-income program, Districts will work with CARB staff to verify that income limits do not exceed Program income limits for their area.

GHG Reductions

Switching from an uncertified wood stove or a fireplace to a U.S. EPA certified pellet stove or eligible wood stove reduces GHG emissions as these stoves are cleaner burning and more energy efficient. Design features in newer pellet stoves and wood stoves promote more complete combustion, reducing emissions of methane, a GHG pollutant.[22] They also typically use significantly less fuel to produce the same amount of heat as an uncertified stove.[23] This reduction in fuel use will further reduce GHG emissions by a similar amount. Switching from an uncertified wood stove to an electric stove heater or electric heat pump will also typically reduce GHG emissions. In the absence of a mechanism to verify that the wood burned in an Applicant's primary heating device is waste material harvested pursuant to an approved timber management plan prepared in accordance with the Z'berg-Nejedly Forest Practice Act of 1973 or other locally or nationally approved plan and harvested for the purpose of forest fire fuel reduction or forest stand improvement, biogenic CO_2 is included in the calculation of GHG benefits for these devices.

Outreach and Education

CAPCOA and the Districts will be responsible for promoting the Program and helping households understand the benefits of changing from an uncertified wood stove to a cleaner home heating device. Since the Program-wide goal is to distribute 75 percent of total funding to residents of disadvantaged and low-income communities and low-income households and tribal lands, the outreach should focus on reaching this segment of the population.

CAPCOA and the Districts will also incentivize outreach and promotion of the Program with local tribal authorities and prioritize implementation on tribal lands.

The Program requires an educational component to ensure that the new home heating devices, particularly pellet stoves and wood stoves, are properly operated and maintained to maximize energy efficiency and achieve the lowest possible emission rates. With proper burning techniques and properly seasoned wood, if using a wood stove, the amount of wood used and emissions generated could be significantly reduced. User operation is important for achieving anticipated reductions. CAPCOA and the Districts will be required to ensure that each change-out is supplemented with a training component. This could be accomplished by

[22] Residential wood stove emissions are in AP 42, Fifth Edition, Volume I, Chapter 1, External Combustion Sources, Section 1.10, web link: *https://www3.epa.gov/ttn/chief/ap42/ch01/final/c01s10.pdf*

[23] U.S. EPA Burn Wise Publication, How to Implement a Wood-Burning Appliance Changeout Program, September 15, 2014; web link: *https://www.epa.gov/sites/production/files/2015-08/documents/howtoimplementawoodstovechangeout.pdf*

having Installers train homeowners following the installation. Districts will be required to obtain verification of training.

Co-benefits

In many communities throughout the State, uncertified wood stoves are a major source of air pollution. Replacing these highly polluting and inefficient stoves with cleaner home heating options can significantly reduce emissions of fine particulate (PM2.5), black carbon, and toxic air contaminants. These emission reductions will vary depending on the type of the replacement device, with the electric devices offering the greatest reductions. Certified pellet stoves and wood stoves or inserts should have significantly lower emissions compared to uncertified wood stoves based on their certification values. However, because the current U.S. EPA certification program fails to ensure that a wood stove performs consistent with the certification results, this Program provides incentives only for select wood stoves that are most likely to provide emission reductions under real-world conditions. To ensure that emission reductions do not diminish even further due to improper operation or lack of proper maintenance, each installation will be accompanied by education on proper device operation, maintenance, and importance of using seasoned wood.

Reductions in black carbon, PM2.5, and toxic air contaminants will reduce the impacts of climate change and improve indoor and outdoor air quality and visibility. In some parts of the State, the PM2.5 co-benefit reductions could have a significant impact on a region's ability to attain ambient air quality standards.

Reductions in PM2.5 pollution will have significant short- and long-term health benefits. Short-term exposures to PM2.5 can aggravate lung disease, causing asthma attacks and acute bronchitis, and may also increase susceptibility to respiratory infections. Long-term exposures have been associated with reduced lung function and the development of chronic bronchitis and even premature death.

Consumers should be able to save approximately 20 percent of their annual fuel cost through the use of professionally installed, certified, high efficiency pellet stoves or wood stoves.[24] Many old stoves are improperly installed, posing significant safety concerns, including health impacts and potential fires. Professional installation required under this Program will ensure that newly installed stoves meet local fire and building codes. If a replacement device is installed in a residence that does not have functional smoke and carbon monoxide detectors, the Program may pay for purchasing and installing new detectors. The Program may support the local economy and job creation by increasing demand for, and installation of, certified wood stoves and other clean heating devices.

[24] Based on the difference in efficiency between uncertified and certified stove: *https://www3.epa.gov/ttn/chief/ap42/ch01/final/c01s10.pdf*

Key Dates and Deadlines

CARB posted the Program Guidelines for public review and comments on November 7, 2022. The public comment period closed on December 8, 2022, and comments were reviewed and incorporated into the Program Guidelines where appropriate. As a next step, CARB will draft grant agreements with CAPCOA and/or individual Districts. These agreements must be signed and fully executed before funds can be released. If CAPCOA acts as an intermediary between CARB and the Districts, it will be required to enter into separate agreements with the Districts. These separate agreements must ensure compliance with these Program Guidelines and any agreement between CAPCOA and CARB. Any work done prior to a District grant agreement being fully signed and executed will be ineligible for funding. The deadline for executing all grant agreements is June 30, 2023 and the deadline for submitting requests for payment to CARB is April 1, 2025.

Reporting and GHG Quantification

CCI Funding Guidelines set tracking and reporting requirements for agencies that administer GGRF programs, such as CARB. Each District participating in the Program will be responsible for recordkeeping and providing CAPCOA and/or CARB with information necessary to fulfill Program reporting requirements. CAPCOA will be responsible for compiling the reports and submitting them electronically to CARB. All reports must be consistent with the CCI Funding Guidelines,[25] quantification methodologies,[26] reporting guidance,[27] and the requirements established in these Guidelines. The Program implemented in each participating District will be considered a Project with most of the reporting done on a Project basis. The Project will be comprised of all change-outs for which Program funds are being used, within the District's jurisdiction, along with the administrative work required to implement them. Some reported Project information will be publicly available on the CARB website, including the amount of funding spent on change-outs that benefit disadvantaged communities, low-income communities, and low-income households.

In order to document and calculate reductions in GHG, black carbon, and PM2.5 emissions, and document other co-benefits and benefits to disadvantaged communities, low-income communities, and low-income households, CAPCOA and/or Districts will be responsible for collecting and maintaining the following information for each change-out:

- Tracking number for each change-out;
- Location of change-out;

[25] *https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/2018-funding-guidelines.pdf*
[26] Available at *www.arb.ca.gov/cci-quantification*
[27] ibid.

- Incentive amount and, if applicable, verification that Applicant qualifies for an Enhanced Incentive based on the location of the property in a disadvantaged, low-income, or tribal census tract or Applicant's household income;
- Documents proving the change-out benefits a disadvantaged community, low-income community, or low-income household and description of how the change-out meets respective community need(s);
- Type of wood burning device being replaced (stove, insert, or fireplace);
- Replacement device type and make and model;
- Quantity of wood burned annually before replacement;
- Replacement device emission rates and efficiency (if available and applicable);
- Installation date;
- Copy of final permit (City, County, or State);
- Photographic evidence of change-out completion, including "before" and "after" photos showing the devices in relation to the room where they were/are installed;
- Verification of destruction of uncertified stove (including recycling if available locally) or, where applicable, verification of rendering fireplace and chimney permanently inoperable, unless replacement device is an electric heat pump and the recipient keeps the uncertified stove to use only in case of electricity loss;
- Verification that the recipient was trained on device operation and maintenance and, if applicable, following best practices in wood storage and wood burning for residential space heating;
- GGRF dollars spent; and
- Information on jobs and training opportunities created and whether employees are residents of disadvantaged or low-income communities or low-income households.

Documentation of each wood stove replacement must include all of the parameters above, which are necessary for quantifying the reductions. Record keeping and tracking will be retained by CAPCOA or the District for three years after the Project Closeout report is submitted.

Net GHG reductions from wood stove replacement will be calculated using the CARB approved GHG Quantification Methodology for Fiscal Year 2021-2022 available at the *Cap-and-Trade Auction Proceeds Quantification Materials* webpage.[28] CARB will also develop methodologies to quantify some additional Project co-benefits. CAPCOA will be responsible for performing calculations and reporting results to CARB as part of the reports outlined above.

[28] *https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials*

Disbursement of Funds

Funds cannot be disbursed until there is a fully executed grant agreement between CARB and CAPCOA and/or the individual District. Only those actual and direct Program related costs incurred during the approved term of the grant agreement and as specified in the grant agreement budget will be eligible for payments.

Each District shall maintain an accounting system that accurately reflects fiscal transactions with the necessary controls and safeguards. The accounting system must retain itemized receipts and invoices for all Program funds for at least three years after final payment is made by CARB.

Program Review

The State of California has the right to inspect all work and associated records at any time over the Project life. This right shall extend to any subcontracts, and CAPCOA and/or Districts shall include such access in all their contracts or subcontracts.

CARB shall review a sufficient number of Projects each year to ensure proper Program implementation. The District responsible for the Project selected for program review will be contacted at least 30 days in advance. The program review should include all books, papers, accounts, documents, photographs, and other records related to the Project for which Program funds were used. The District will be expected to assign an employee familiar with the Project and accounting procedures to assist the State reviewer and have the Project records, including cancelled warrants, readily available for inspection.

If the program review reveals that the District did not follow these Guidelines and/or the grant agreement, does not have proper documents to demonstrate following Guidelines and/or the grant agreement, or violated any State or federal law or policy, a corrective action plan will be put in place. The District will have three months to implement the corrective measures. A follow-up program review will be conducted to verify that the deficiencies are fully mitigated. If the corrective actions were not implemented or new problems were discovered during the follow-up program review, a second corrective action plan will be established. If the second follow-up program review is less than satisfactory, the grant agreement with that District will be terminated immediately and the District will be prohibited from receiving any future funding from this Program. The District may be required to fully or partially repay Program funds spent in violation of these Guidelines and/or the grant agreement.

The following are examples of Program deficiencies:

- Replacing a wood stove, wood insert, or fireplace not eligible for the Program;
- Installing a device not eligible for the Program;
- Issuing an Enhanced Incentive to an ineligible Applicant;

- Exceeding the maximum amount of $10,000 for an electric heat pump or $5,000 for any other replacement device for Enhanced Incentive and $5,000 for an electric heat pump or $2,500 for any other replacement device for a Standard Incentive);
- Failing to properly document each change-out;
- Failing to remove and properly dispose of the old stove (except if the replacement device is an electric heat pump); and
- Allowing an Applicant to install his/her replacement device.

If deficiencies are identified during a program review, CARB will be responsible for communicating them to the District, giving the District an opportunity to respond, and, if necessary, assist in drafting a corrective action plan. Districts must make every effort, including requesting assistance from CARB, if necessary, to ensure that the deficiencies are fully mitigated.

MARIPOSA COUNTY

Board of Supervisors

Air Pollution Control District 2023-005

MEETING: September 12, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency Woodsmoke Reduction Program Budget ($179,770) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency Woodsmoke Reduction Program Budget ($179,770) (4/5ths Vote Required).

On July 18, 2023 the Mariposa County Air Pollution Control District (APCD) approved the Grant Agreement with the California Air Resources Board (CARB). This Budget Action will establish $179,770 in Revenue; $162,454 to be used on Project Funds; and $17,316 to be used for Administration of the Woodsmoke Reduction Program.

The Woodsmoke Reduction Program is part of California Climate Investments, a statewide program that puts billions of Cap-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment, particularly in disadvantaged communities. The program provides incentives towards the replacement of existing uncertified residential wood burning stoves, wood inserts, or fireplaces used for primary space heating with the Program-eligible replacement devices for heating. The Program will provide an outreach and educational component to ensure that households receiving incentives make informed decisions about how to burn and what to burn to maximize the efficiency of the device to minimize pollution.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Air Pollution Control District approved the Woodsmoke Reduction Program Agreement on July 18, 2023 with Resolution APCD 2023-1.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the Budget Action and Mariposa County residents will be unable to take advantage of this opportunity.

FINANCIAL IMPACT

There is no impact to the general fund. Revenue and corresponding appropriations are included in the Budget Action 3473-457.

ATTACHMENTS

1. **Budget Action Woodsmoke Reduction**

VOTE RESULT

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3473	457	45122	Woodsmoke/State Revenue		(179,770)	
3473	457	60301	General Professional Services		162,454	
3473	457	80111	Transfer out Indirect		17,316	
1001	401	49101	Transfer in indirect		(17,316)	
1001	401	49101	Transfer in Realignment 3392			(17,316)
3392	401	80111	Transfer out to 1001-401			17,316
3392	401	60201	Miscellaneous Expense		17,316	
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE _____ DATE 8/17/23

AUDITOR SIGNATURE _____ DATE _____

COUNTY ADMINISTRATIVE OFFICER SIGNATURE _____ DATE _____

APPROVED BY RES NO. APCD 23-005 CLERK Danielle Bradde DATE 9/14/23

DEPARTMENT _____

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: August 6, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Comments Recieved on Non-Agenda Items After Agenda Publishing for the August 6th, 2024, Meeting

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RECOMMENDATION AND JUSTIFICATION

Comments Recieved on Non-Agenda Items After Agenda Publishing for the August 6th, 2024, Meeting.

- Comment recieved from James Rhodes.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board occasionally receives public comments on non-agenda items after the agenda has been published.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

None.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **James Rhodes**

Public comment on non-agenda items.

Mariposa County Arts Council (for the entire BOS)

James Rhodes <[redacted]@msn.com>

Thu 8/1/2024 11:50 PM

To:Danielle Bondshu <dbondshu@mariposacounty.org>

You don't often get email from [redacted]@msn.com. Learn why this is important

Dear Board of Supervisors and County Staff:

I would like to inform you regarding a Mariposa County Arts Council grant of $1,500 into North County, specifically Coulterville, of our sincere appreciation and gratitude for this 'community arts grant.' Many of us, justifiably I feel, believe that this remote corner of the county tends to be forgotten, overlooked, and devalued; therefore, this award has much value.

Please allow me to acquaint you with elements of this award which I feel is important for you to know. Nina and I manage the non-profit Operation New Earth. Although our main base of operation is Coulterville, we were incorporated in Alabama during 2008 and have field offices in Hanoi, Vietnam and Singapore. None of our administrators have ever received a salary-all funds go directly into programs.

One such program is Together with Veterans-Coulterville, part of the Veteran Administration's Rural Veteran Outreach Initiative and part of two other programs we report to: the Western Interstate Commission on Higher Education and the Mental Illness Research and Education Center. There are about 32 national TWV "chapters"; but we are the pilot program and only representative in the state of California-this recognition was achieved after serious federal vetting and we stand proud to represent California's veteran population in this manner.

Nina and I received 'Art as Therapy' and 'Music as Therapy' classes from Dr. Harry Cotten at the Canadian Institute of English in Toronto, Canada. Dr. Cotten pioneered therapies targeting patients with Traumatic Brain Injuries. We also studied metaphysics and alternative healing practices on the Quechan Indian reservation; in Israel; in Mexico; and throughout Vietnam during our assignments at the United States Embassy in Hanoi where we actively interfaced with their 54 ethnic tribes. Nina would go on to assign medical rotations into rural areas out of the University of Arizona's Medical School and would later retire from The Johns Hopkins University's Center for Talented Youth.

During the early 1980s, Jesse Salcedo, John Devitt, and myself became acquainted with the then new Vietnam Veterans Outreach Centers. Through this association we formed a veteran's rights group which resulted in Jesse and John creating the (Traveling) Vietnam Veteran's Memorial Wall which will soon come to rest in the proposed Banditeras Veteran's Memorial Park in Coulterville. Also during this time period, during the Jerry Brown administration, we provided expert testimony regarding the effects of the then little known and not recognized condition of Post Traumatic Stress Disorder which resulted in the passage of A.B. 2989.

We currently run yoga, meditation, art, music classes in Coulterville along with a variety of other activities including cultural events. We have even produced a documentary on the Gold Rush and have been granted an FCC license to operate a low power FM radio station.

We encourage all of you to take a closer look at North County, you may be surprised.

James Rhodes, Ph.D. aka Grizzly Bear (Coweta Creek)
Nina Alvarado Avina-Rhodes, Ph.D.

MARIPOSA COUNTY

Board of Supervisors

County Service Area 1M 2024-002

MEETING: August 6, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with Moore Twining Associates, Inc., to Supply Ground Water Sampling and Monitoring for Mariposa Pines Waste Water Transition Plan (WWTP) for a Three-Year Term; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Moore Twining Associates, Inc., to Supply Ground Water Sampling and Monitoring for Mariposa Pines Waste Water Transition Plan (WWTP) for a Three-Year Term; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Public Works maintains numerous Water and Wastewater systems for Special Districts as well as several County facilities. The County is required by the State to take periodic water and wastewater samples and have them tested by a State Certified Laboratory for bacterial, mineral, and chemical content.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Public Works has entered in prior agreements and has been extremely satisfied with the work and service produced by Moore Twinning. This lab service is also used by the Roads Division for soils analysis as well as to satisfy State Reporting Requirements at the County Landfill and Recycling Center.

This vendor has performed these services successfully for the County for roughly a decade.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the agreement and Public Works will have to conduct an extensive search for another certified professional service provider willing to provide the same level of service and reliability at the unknown quality or cost, potentially putting County systems out of compliance with State Regulatory requirements.

FINANCIAL IMPACT

Funded by 3320 Mariposa Pines Services District.

ATTACHMENTS

1. **Agreement Moore Twining Associates**

VOTE RESULT

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

AGREEMENT FOR GROUND WATER SAMPLING & MONITORING FOR MARIPOSA PINES WASTEWATER TREATMENT PLANT

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 MOORE TWINING ASSOCIATES, 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 1ST, 2024, through and including JUNE 30TH, 2027. This Agreement may be extended for THREE, (3) years 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 DIRECTOR OF PUBLIC WORKS & TRANSPORTATION is authorized to execute such written approval on behalf of County based on Contractor's satisfactory performance.

2. SERVICES

Contractor shall perform GROUND WATER SAMPLING & MONITORING FOR MARIPOSA PINES WASTEWATER TREATMENT PLANT as described in Exhibit A, "Scope of Work & Cost Proposal," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

The maximum compensation payable to Contractor under this Agreement is $57,945.00 FOR THE ENTIRE TERM OF THE AGREEMENT, OR $19,315.00 EACH YEAR as set forth in Exhibit A, "Scope of Work & Cost Proposal," which is attached hereto and incorporated herein

by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

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 $5,000,000 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 $5,000,000 per occurrence or claim, $5,000,000 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:

Moore Twining Associates, Inc
Owner
2527 Fresno St.
Fresno, CA 93721

COUNTY:

County of Mariposa Public Works
Director, Public Works & Transportation
4639 Ben Hur Road
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 A.

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

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	Harry Moore, Owner Moore Twining Associates, 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 & COST PROPOSAL

Cost Estimate Detail (6/14/2024)
Environmental Services
Mariposa Pines WWTF
MTP# 24-0352

		Unit	Number	Unit Cost
Task 1 - Groundwater Sampling (4 wells sampled monthly)				
Sample Collection				
Environmental Technician	hours	10	$ 80.00	$ 800.00
Water Quality Meter	day	1	$ 25.00	$ 25.00
Materials/PPE	units	4	$ 30.00	$ 120.00
Support Vehicle	day	1	$ 110.00	$ 110.00
			Subtotal (per event)	$ 1,055.00
			Subtotal (per year)	$ 12,660.00
Laboratory Analysis - Dec				
Total Coliform Organisms	samples	1	$ 65.00	$ 65.00
Electrical Conductivity (EC)	samples	1	$ 20.00	$ 20.00
Nitrate as N	samples	1	$ 30.00	$ 30.00
			Subtotal (per annual event)	$ 115.00
Laboratory Analysis - Mar, June, Sept				
Total Coliform Organisms	samples	1	$ 65.00	$ 65.00
Electrical Conductivity (EC)	samples	1	$ 20.00	$ 20.00
Nitrate as N	samples	0	$ 30.00	$ -
			Subtotal (per quarterly event)	$ 85.00
			Subtotal (3 per year)	$ 340.00
Laboratory Analysis - Jan, Feb, Apr, May, July, Aug, Oct, Nov				
Total Coliform Organisms	samples	1	$ 65.00	$ 65.00
Electrical Conductivity (EC)	samples	0	$ 20.00	$ -
Nitrate as N	samples	0	$ 30.00	$ -
			Subtotal (per monthly event)	$ 65.00
			Subtotal (8 per year)	$ 520.00
			TASK 1 TOTAL (annual - 12 events)	**$ 13,635.00**
Task 2 - Report Preparation and Project Management				
Quarterly Monitoring Reports				
Project Manager	hours	2.00	$ 95.00	$ 190.00
Staff Geologist	hours	12.00	$ 85.00	$ 1,020.00
Registered Geologist	hours	1.00	$ 110.00	$ 110.00
Drafting Services	hours	1.00	$ 55.00	$ 55.00
Administrative	hours	1.00	$ 45.00	$ 45.00
			Subtotal (per report)	$ 1,420.00
			TASK 3 TOTAL (annual - 4 reports)	**$ 5,680.00**
			PROJECT TOTAL (1 YEAR)	**$ 19,315.00**

Cost Estimate Detail (6/14/2024)
Environmental Services
Mariposa Pines WWTF
MTP# 24-0352

Task 3 - WEEKLY Groundwater Sampling (4 wells sampled weekly - ONLY AS NEEDED/REQUESTED)

Sample Collection

Environmental Technician	hours	10	$	80.00	$	800.00
Water Quality Meter	day	1	$	25.00	$	25.00
Materials/PPE	units	4	$	30.00	$	120.00
Support Vehicle	day	1	$	110.00	$	110.00
			Subtotal (per event)		$	1,055.00

TWINLAB-01 SMOLLECK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/21/2024

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 License # 0E02096 DiBuduo & DeFendis Insurance Brokers, LLC 6873 N. West Ave, Ste 101 Fresno, CA 93711	CONTACT NAME: Sandra Molleck PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: sandra.molleck@dibu.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Crum & Forster Specialty Insurance Company — 44520
INSURED Moore Twining Associates, Inc. P.O. Box 1472 Fresno, CA 93716	INSURER B : United States Fire Insurance Company — 21113
	INSURER C : American Family Home Insurance Company — 23450
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE [X] OCCUR	X	X	EPK144705	7/27/2023	7/27/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:						CONTRACTORS POL	$ 5,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS	X	X	1337551632	7/27/2023	7/27/2024	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE			EFX123362	7/27/2023	7/27/2024	AGGREGATE	$
	DED [ ] RETENTION $							$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y]	N/A	X	2EA5WC000142100	7/27/2023	7/27/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Errors & Omissions			EEO105846	7/27/2023	7/27/2024	Each Occurrence	5,000,000
A	Errors & Omissions			EEO105846	7/27/2023	7/27/2024	Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contract No: 20-056
Professional Liability is a claims made policy

Insured: 30 day Notice of Cancellation/10 day Non Payment
Coverage is subject to all policy terms, conditions, limitations and exclus

Umbrella Policy is follow form
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

County of Mariposa
PO Box 784
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 2024-338

MEETING:	August 6, 2024
TO:	The Board of Supervisors
FROM:	Steve Dahlem, County Counsel
RE:	Adopt Policy Regarding Service Animals for Persons with Disabilities

RECOMMENDATION AND JUSTIFICATION

Adopt Policy Regarding Service Animals for Persons with Disabilities

BACKGROUND AND HISTORY OF BOARD ACTIONS

Service animals play an important role in ensuring the independence of people with disabilities, and it is therefore the County's policy to welcome any animal that is individually trained to assist a person with a disability in the County's public spaces.

This Policy applies to all members of the public and to areas open to the general public. This Policy does not apply to employees or County officials, or to those areas of County facilities that are not open to the general public.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not adopt this Policy and expose the County to potential liability when dogs come into the County's public lobbies and Library spaces with no policies in place.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. County of Mariposa Draft Service Animal Policy July 2024(83679579.1)

VOTE RESULT

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

COUNTY OF MARIPOSA
POLICY REGARDING SERVICE ANIMALS FOR PERSONS WITH DISABILITIES

The County of Mariposa is committed to making reasonable modifications in policies, practices, and procedures to permit the use of Service Animals by persons with disabilities. Service Animals play an important role in ensuring the independence of people with disabilities, and it is therefore the County's policy to welcome any animal that is individually trained to assist a person with a disability in the County's public spaces.

This Policy applies to all members of the public and to areas open to the general public. This Policy does not apply to employees or County officials, or to those areas of County facilities that are not open to the general public.

This Policy details the circumstances pursuant to which Service Animals are permitted to access County facilities and vehicles. Emotional Support Animals and Pets are not permitted to access County facilities or vehicles, except as otherwise provided by law.

Definitions

Emotional Support Animal (ESA): A companion animal that provides some therapeutic benefit to an individual with a mental or psychiatric disability, but that is not trained to provide any particular tasks for the disabled person. ESAs can assist with severe depression, generalized anxiety disorder, post-traumatic stress disorder, and many other emotional and psychiatric disabilities. ESAs can be any kind of animal. The right to ESAs is protected under certain laws, such as the Fair Housing Act and the Air Carrier Access Act, but is not protected under the Americans with Disabilities Act ("ADA").

Service Animal: Service Animals include any dog that is individually trained to do work or perform tasks for individuals with disabilities, including a physical, sensory, psychiatric, intellectual, or other mental disability. Service Animals do not always have a harness, a sign, or a symbol indicating that they are Service Animals. A Service Animal is not a pet. Service Animals assist people with disabilities in many different ways, such as:

- Guiding people who are blind or have low vision and retrieving dropped objects for them;
- Alerting people who are deaf or hard of hearing to sounds and the presence of others;
- Carrying and picking up items, opening doors, or flipping switches for people with disabilities who have limited use of hands or arms, limited use of their legs, or a limited ability to bend or stoop;
- Pulling wheelchairs;
- Alerting people with disabilities to the onset of medical conditions such as seizures, protecting them and cushioning them if they fall, reviving them, and performing other tasks that reduce the risk of disability-related injury;

- Doing work or performing tasks for persons with traumatic brain injury, intellectual disabilities, or psychiatric disabilities, such as reminding a person with depression to take medication or waking that person up, alerting a person with anxiety to the onset of panic attacks, orienting people with schizophrenia to reality, and helping people with intellectual or cognitive disabilities to locate misplaced items, find places, or follow daily routines; and

- Providing physical support and assisting people with physical disabilities with stability and balance.

Miniature Horse: Miniature horses are not technically Service Animals, but the law provides flexibility to admit them into a public space when it is reasonable to do so. Miniature horses generally range in height from 24 inches to 34 inches measured to the shoulders and generally weigh between 70 and 100 pounds.

In the case of a miniature horse that has been individually trained to do work or perform tasks for an individual with a disability, the following four factors should be considered in order to determine whether or not the miniature horse will be permitted: (1) whether the miniature horse is housebroken; (2) whether the miniature horse is under control; (3) whether the public space can accommodate the miniature horse's type, size, and weight; and (4) whether the miniature horse's presence will not compromise legitimate safety requirements necessary for safe operation of the public space.

Partner/Handler: An individual with a Service Animal.

Pet: A domestic animal kept for pleasure or companionship. Pets are not specifically trained to provide a service to a person with a disability. Pets are not protected under the laws allowing equal access to people with disabilities.

Service Animal in Training: An animal being trained to be a service animal. Individuals training service animals – even if those individuals are not themselves disabled – may bring their trainee animals into any area in which a Service Animal would be permitted, and may do so with the same protections and privileges afforded to disabled individuals accompanied by Service Animals.

Requirements with Regard to Service Animals

<u>Identifying Service Animals</u>

Most of the time, people with disabilities who use Service Animals may be easily identified without any need for questioning. If you can tell by basic observation, you should not ask questions about whether the animal is a Service Animal.

If you are unsure whether an animal meets the definition of a Service Animal, only one County staff person may ask the following two questions:

- Is the dog a service animal required because of a disability?

- What work or task has the service animal been trained to perform?

If the individual says yes to the first question and explains the work or tasks that the animal is trained to perform, welcome the individual and Service Animal without asking any additional questions about the Service Animal.

You must not ask questions about the individual's disability. You also must not ask the individual to show a license, certification, or special identification card as proof of the animal's training, or ask for the individual to demonstrate the tasks the animal is trained to perform.

Care and Supervision of Service Animals

Care and supervision of a Service Animal is the responsibility of the Service Animal's Partner/Handler. County staff are not required to provide care, food or a special location for the Service Animal.

The Service Animal must remain under the Partner/Handler's control at all times. The Service Animal must be harnessed, leashed, or tethered unless these devices interfere with the Service Animal's work or the individual's disability prevents use of these devices. In that case, the individual must use voice, signal, or other effective means to maintain control of the Service Animal.

When a Service Animal is in a County facility, it is on duty. County personnel should not interfere with the important work performed by a Service Animal by talking to, petting, or otherwise initiating contact with the Service Animal.

A Service Animal should not be touched by anyone other than the Partner/Handler. In the rare event that a County staff member is asked to temporarily assist the Partner/Handler with a Service Animal, that staff member should hold the animal's leash, tether or harness, and not touch the animal itself.

Access for Service Animals

Service Animals are permitted to accompany individuals with disabilities in all areas of County facilities normally used by visitors and other members of the public, and in all County vehicles that transport members of the public. Individuals with Service Animals will be treated with the same courtesy and respect that the County affords to all other visitors and members of the public.

Restriction and Exclusion of Service Animals

The County of Mariposa has the right to exclude a Service Animal if:

- The Service Animal is out of control and the Partner/Handler does not take effective action to control it;

- The Service Animal is not housebroken; or

- The Service Animal poses a Direct Threat to the health and safety of others. Direct Threat means a significant risk to the health or safety of others that cannot be eliminated by a modification of policies, practices or procedures, or by the provision of auxiliary aids or services. Direct Threat is a high standard.

Any County staff member deciding whether to exclude or remove a Service Animal must report the situation to his/her/their immediate supervisor, and obtain his/her/their immediate supervisor's approval before excluding or removing the Service Animal.

Any decision to exclude a Service Animal will be based on an individualized assessment, and not based on past experience with other animals or based on fear unrelated to the specific Service Animal's actual behavior.

When there is a legitimate reason to ask that a Service Animal be removed, County staff must offer the individual with the disability the opportunity to obtain goods or services without the animal's presence.

County staff must report any decision to exclude or remove a Service Animal to the County's ADA Coordinator and to the County Counsel/Risk Manager. Such reports must be made within three (3) business days, and must be made in writing using the form attached to this Policy.

Complaints

Complaints about the improper treatment of individuals with Service Animals should be submitted to the County's ADA Coordinator as provided in the County's *Grievance Procedure Under the Americans with Disabilities Act*.

COUNTY OF MARIPOSA
FORM FOR REPORTING EXCLUSION OR REMOVAL OF SERVICE ANIMAL

Date and Time of Exclusion/Removal: _____

Location of Exclusion/Removal: _____

Name of Partner/Handler: _____

Description of Service Animal (Breed and Size, Name if Known): _____
_____

County Personnel Involved in Determination (Must Include at Least One Supervisor):
_____
_____

Reason for Exclusion/Removal (Select One or More and Then Provide Explanation of Circumstances):

□ The Service Animal is out of control and the Partner/Handler does not take effective action to control it.

□ The Service Animal is not housebroken.

□ The Service Animal poses a Direct Threat to the health and safety of others. Direct Threat means a significant risk to the health or safety of others that cannot be eliminated by a modification of policies, practices or procedures, or by the provision of auxiliary aids or services.
_____
_____
_____
_____
_____
_____
_____

How Was Partner/Handler Offered the Opportunity to Obtain Goods or Services Without the Animal's Presence:
_____
_____
_____
_____

Name and Title of Person Completing Form: _____

Date of Completion: _____

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-339

MEETING: August 6, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve a Salary Increase for the Assistant Auditor Classification; Set the New Annual Salary to $99,198.590 - $121,034.117

RECOMMENDATION AND JUSTIFICATION

Approve a Salary Increase for the Assistant Auditor Classification; Set the New Annual Salary to $99,198.590 - $121,034.117.

The Auditor's Office Assistant Auditor (AA) position has been vacant since October 24th, 2023. Attempts to fill the position have been unsuccessful. A salary comparison to similar counties provided the following annual midpoint (mean range) salary results: Mariposa $100,353, Amador $112,320, Calaveras $101,420, Colusa $122,446, Glenn $103,642, Madera $134,667, Merced $138,642, Plumas $70,316, Tuolumne $126,353 Counties. Before calculating the mean annual salary of the selected counties, the minimum qualifications of each county's comparable classification were analyzed to ensure the comparable was a *suitable match.*

To account for Merced County's Assistant Auditor-Controller $138,642 classification, which requires minimum qualifications such as a Certified Public Accountant license and a master's degree—two requirements Mariposa County's Assistant Auditor's position does not require—a weight of .80 (.8 x $138,642 = $110,913) was applied in calculating the non-Mariposa County classification range midpoint. In addition, *Longevity Scales*, wage scales that span 15 to 20 years to reward long-time employees, were not included in maximum salary calculations, as the average incumbent time in classification is unknown.

The resulting non-Mariposa county comparison classifications have a midpoint annual salary range of $110,259.91, whereas Mariposa County's midpoint annual salary for the same position is $100,353.76. Considering the prior salary difference, an annual midpoint salary increase of $9,906.15 to raise the Assistant Auditor's classification is necessary to aid in position recruitment and competitiveness. The proposed salary scale shows the recommended increase of $9,906.15 (approximately 10%) added to Step 3 with the steps above and below adjusted accordingly to maintain a 5% spread between steps. Raising the salary scale from the middle out results in an average range increase while minimizing wage compaction. (*See attached Current_Proposed_AssistantAuditorSalary.pdf and SalaryStudy_AssistantAuditor.pdf for additional details).*

BACKGROUND AND HISTORY OF BOARD ACTIONS

Salary adjustments are common for all positions in Mariposa County. The adjustments historically occur in a similar pattern to employees' memoranda of understanding (MOU) contract expiration, when a position is created, or when it is apparent a position is below the market rate, frequently due to cost-of-living adjustments.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve these actions as recommended; amend as the Board desires and approve.

FINANCIAL IMPACT

No Impact for FY 2024-2025. The salary adjustment would not impact the general fund for the fiscal year 2024-2025 due to cost savings from the position being open for July and August 2024. After FY 2024-2025, the position will incur an approximately 10% increase.

ATTACHMENTS

1. **SalaryStudy_AssistantAuditor**
2. **Current_Proposed_AssistantAuditorSalary**

VOTE RESULT

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

ASSISTANT AUDITOR

	Comparisons	Minimum	Midpoint*	Maximum	Comparison Classification Match Title and Details
1	Amador County, CA		$112,320.000		Assistant Auditor Controller (Only one value was listed. (7/18))
2	Calaveras County, CA	$91,540.800	$101,420.800	$111,300.800	Assistant Auditor Controller (7/18)
3	Colusa County, CA	$92,759.494	$122,446.889	$152,134.284	Assistant Auditor Controller (Longevity Scale up to step 15.) (7/18)
4	Glenn County, CA	$93,574.000	$103,642.500	$103,642.500	Average of both the Assistant Dir Finance - Audit/Controller & Assistant Dir Finance - Audit (7/18)
5	Madera County, CA	$121,568.390	$134,667.755	$147,767.120	Assistant Auditor-Controller (7/18)
6	Merced County, CA	$100,039.680	$110,913.920	$121,788.160	Assistant Auditor Controller (Requires a CPA & Masters Degree, Salaries listed represent a .8 (80%) weight due to the minimum qualifications.
7	Plumas County, CA	$63,460.800	$70,314.400	$77,168.000	Assistant Auditor Controller (Longevity scale at 7, 10, 14,18, 21 years, not accounted for in figures.) (7/18)
9	Tuolumne County, CA	$114,062.416	$126,353.032	$138,643.648	Assistant Auditor Controller (7/18)

Non-Mariposa Average	$96,715.083	$110,259.912	$121,777.787
Mariposa County	$90,592.320	$100,353.760	$110,115.200

Standard Deviation of Responses	$ 19,732.096
Mariposa/non-Mariposa Comparisons	**($9,906.152)**

**Midpoints are used because some counties do not have five (5) salary steps. The midpoint (range mean) is the average of the minimum and maximum salary steps. As a result, it may be slightly different than Step-3.*

Assistant Auditor - Current

	Hourly	*Monthly*	*Annual*
Step 1	$43.554	$7,549.360	$90,592.320
Step 2	$45.731	$7,926.707	$95,120.480
Step 3	$48.017	$8,322.947	$99,875.360
Step 4	$50.418	$8,739.120	$104,869.440
Step 5	$52.940	$9,176.267	$110,115.200

Assistant Auditor - Proposed

	Hourly	*Monthly*	*Annual*
Step 1	$47.692	$8,266.549	$99,198.590
Step 2	$50.075	$8,679.744	$104,156.926
Step 3	$52.780	$9,148.459	$109,781.512
Step 4	$55.419	$9,605.882	$115,270.588
Step 5	$58.189	$10,086.176	$121,034.117

Proposed Calculations were created by increasing the Step-3 annual salary $9,906.152 and adjusting steps 1,2,4 and 5 to have an spread of at least 5%.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-340

MEETING:	August 6, 2024
TO:	The Board of Supervisors
FROM:	Joe Lynch, County Administrative Officer
RE:	Approve the Over-Hire of one (1) Deputy Clerk of the Board I/II Position, Effective Immediately until the Incumbent Resigns

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RECOMMENDATION AND JUSTIFICATION

Approve the Over-Hire of one (1) Deputy Clerk of the Board I/II Position, Effective Immediately.

Presently, two (2) Deputy Clerk of the Board II allocations exist. One employee will resign soon (September 2024), and one is on extended medical leave. Two allocations were budgeted in FY2024-2025, and only one (1) is currently working. By temporarily over-hiring one (1) Deputy Clerk of the Board I/II. Filling the position is a priority to continue the efficient County administrative functions.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County will occasionally over-hire (over-fill) upon confirmation an employee will retire or resign.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve these actions as recommended; amend as the Board desires and approve.

FINANCIAL IMPACT

None. Currently, there are two (2) deputy clerks of the board II allocations. From July 2024 onward, the County is realizing savings compared to the two (2) budgeted allocations. It is expected that if the new employee is hired as soon as September, the county will not incur costs over that which is budgeted for FY2024-2025.

ATTACHMENTS

None

VOTE RESULT

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

EXCUSED: District V Supervisor Miles Menetrey