

MARIPOSA COUNTY

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



MARSHALL LONG, CHAIR
ROSEMARIE SMALLCOMBE, VICE-CHAIR
TOM SWEENEY
WAYNE FORSYTHE
MILES MENETREY

DISTRICT III
DISTRICT I
DISTRICT II
DISTRICT IV
DISTRICT V

ACTION SUMMARY MINUTES

November 9, 2021

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

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Tom Sweeney	District II Supervisor	Present	9:00 AM
Marshall Long	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Introductions

None.

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

No public comment.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services** **RES-2021-610**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2021-611**

Resolution Continuing the Public Health Local Emergency Due to the COVID-19 Pandemic

CA3. Sheriff's Office RES-2021-612

Resolution Continuing the Local Emergency Due to the COVID-19 Global Pandemic

CA4. Administration RES-2021-613

Approve a Five-Year Sub-Recipient Agreement with Self-Help Enterprises to Implement CDBG Housing Rehabilitation Funds; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA5. Child Support Services RES-2021-614

Authorize Child Support Services to Close Public Lobby All Day Friday, November 12, 2021 to Allow for Training While Statewide Computerized Systems Are Offline

CA6. Clerk of the Board of Supervisors 2021-100

Accept the Resignation of Pamela Hawkins from the Behavioral Health Board (BHB) and Recognize Her Service

CA7. Health and Human Services RES-2021-615

Approve an Agreement with Archie's Mini Storage to Provide Storage Space to the County for \$125 Per Month; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. HHS/Social Services RES-2021-616

Approve Amended Agreements with Area 12 Agency on Aging (A12AA); Authorize the Board of Supervisors Chair to Sign the Amended Agreements; and Approve Budget Actions in the Senior Nutrition Funds Increasing Revenue and Appropriations to Correspond with the Amended Agreements (\$16,126) 4/5ths Vote Required

E. Departmental Presentation

Eric Sergienko/County Health Officer reported on a booster clinic that was held on Saturday at the Fairgrounds; noted that this week's vaccination clinic will be held on Wednesday rather than Thursday because of the Veterans Day holiday and asked that people to make an appointment and not just show up as they do not have the room to accommodate walk-ins at the Community Health Center. Dr. Sergienko also reported that the number of cases is plateauing at a rate that is still well above the threshold that would have been the purple tier; noted the lack of beds available in regional hospitals; advised that the concern is the holidays; and encouraged everyone to get a vaccination or booster. Discussion ensued with Board members regarding natural immunity, the inclusion of flu vaccinations at each of the vaccination clinics, the proportion of children getting vaccinated, the overall vaccination rates, and the length of natural immunity after having a case of COVID19.

Tara Schiff/Economic Development Specialist advised that they have released a grant application for the business relief grants, and that the applications are due November 15th at midnight.

Shannon Gadd/Health and Human Services Agency Director advised of an award received by the public assistance team following a State audit.

Shannon Hansen/Interim Public Works Director noted that the Triangle Road project has been completed with zero change orders and under budget; and recognized the engineering staff, especially Matt Hespenheide and Eddie Scherf. Ms. Hansen also noted that earlier in the year, the Board approved a highway safety program for Triangle Road which will be coming in the summer time. She also reported on the North County bridge, noting that it should take one week to get supplies and another week to implement repairs. Board discussion ensued regarding positive comments received on the road, and the work by George Reed, the contractor.

Fadzayi Mashiri discussed the approval of a Fire Advisor who will be covering Madera and Fresno as well; advised that this is the first time that Mariposa County has gotten a second advisor; noted that the position is expected to fill it at the beginning of next year. Dr. Mashiri also reported on the receipt of a new grant; and advised that they may be needing more space in the near future, possibly the beginning of next year. Board discussion ensued regarding the role of the fire advisor.

Kari Kisella/Chamber of Commerce reported on a recent two-day training that was held with the help of the Calaveras Mariposa Community Action Agency.

Supervisor Menetrey reported on last Thursday's Capitol Tree event; acknowledged the help of various people, agencies, and organization; and noted that the Capitol Tree people were impressed with the crowd control and other arrangements.

F. Public Comment on Non-Agenda Items

Marvin Wells discussed being drafted in the military 70 years ago, and recognized veterans and advised Sheriff Briese not to be afraid to call on veterans if chaos happens. Mr. Wells also provided everyone with a wooden puzzle and noting that completing it in two minutes is equal to a college degree, three minutes a high schooler, four minutes a junior high schooler, and if five minutes or more, then less than a 5th grader.

Recess Board of Supervisors

9:38 AM Chair Long recessed the Board of Supervisors meeting, followed by the Clerk of the Board reading the Government Code announcement.

G. AIR POLLUTION CONTROL DISTRICT

9:38 AM Chair Menetrey convened the Air Pollution Control District meeting with all directors present.

Public Comment Period

None.

APCD Regular Agenda

1. **Air Pollution Control Officer APCD-2021-7**

Ratify the Signature of the APCD Board Chair on the Amended Grant Agreement G20-CAPP-15-1 for AB 617 Community Air Protection Program Funding (Fiscal Year 20/21) in an Amount Not to Exceed \$10,813

Eric Serginko/Air Pollution Control Officer gave the staff report, noting that this is purely an administrative change and does not change the funding or requirements. No public comment.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

2. Air Pollution Control Officer APCD-2021-8

Ratify the Application Signed by the Air Pollution Control Officer to Apply for Year 24 Moyer Funding, Fiscal Year 2021 – 2022, and Direct the Revenue to the Rural Assistance Program; Authorize the Air Pollution Control Officer to Apply for Funds and Similarly Direct Them to Fiscal Year '22-'23, '23-'24, and '24-'25; and Authorize the Air Pollution Control Officer to Accept Grants, If Awarded, and Sign Grant Agreements as Needed (Subject to Review as to Legal Form by County Counsel)

Eric Sergienko gave the staff report. No public comment.

RESULT: **ADOPTED AS AMENDED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Adjourn APCD

9:48 AM Chair Menetrey adjourned the APCD meeting and passed the gavel to Tom Sweeney.

**H. COULTERVILLE SERVICE AREA No. 1 BOARD
(CVSA 1)**

9:48 AM Chair Sweeney convened the Coulterville Service Area No. 1 (CVSA 1) Board with all directors present.

Public Comment Period

None.

Regular Agenda

1. Public Works (ID # 12316)

Appoint Barbara Wyman to the Coulterville Service Area No. 1 Advisory Board as a Member who Resides or Owns Property Within the Service Area Boundaries, with a Term Expiring on November 9, 2023

Shannon Hanson gave the staff report noting a correction. No public comment.

CORRECTION: Change name from Barbara Wyman to Barbara Lyman.

RESULT: ADOPTED AS AMENDED [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Adjourn CVSA 1

9:50 AM Chair Sweeney adjourned the CVSA 1 Board meeting.

Reconvene as Board of Supervisors

9:50 AM Chair Long reconvened the Board of Supervisors meeting.

I. Regular Agenda Items

1. Public Works RES-2021-617

Review Emergency Repair Work on White Rock Road as Required by Public Contract Code Section 22050(C)(1); and Adopt a Finding that There is a Need to Continue the Emergency Action Pursuant to Public Contract Code Section 22050 4/5ths Vote Required

Shannon Hansen gave the staff report. No public comment.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

2. Probation RES-2021-618

Approve Donation of Probation Vehicle PD-10 to Mariposa Safe Families Inc to be Used to Provide Transportation to Community Family Members Participating in Mariposa Safe Families Programs and Services

Pete Judy/Chief Probation Officer gave the staff report, noting how he came to the decision to donate the van to Mariposa Safe Families, Inc. Megan Atkinson/Mariposa Safe Families Executive Director extended thanks and discussed what they will do with the van. No public comment.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

3. Health and Human Services RES-2021-619

Approve an Agreement with Syracuse University to Perform Services in Support of the Psychiatric Advance Directives Project (PADS) in the Amount Not to Exceed \$79,660; and Authorize the Board of Supervisors Chair to Sign the Agreement

Shannon Gadd gave the staff report. No public comment. Supervisor Sweeney discussed with Ms. Gadd his struggle with this item, noting that we have multiple contracts with a number of other mental health professionals.

RESULT: **ADOPTED [4 TO 0]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey
ABSTAIN: Tom Sweeney

10:13 AM Tracy Gauthier/Deputy Clerk of the Board II substituted in as clerk.

4. Clerk of the Board of Supervisors RES-2021-620

Adopt the Map of Revised District Boundaries to Reapportion County Population as Required by Various Mandates; and Direct the Clerk of the Board to Prepare and Bring Forward an Ordinance to Adopt the Changes Prior to the December 15, 2021 Deadline

René LaRoche/Clerk of the Board gave the staff report. No public comment.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Tom Sweeney, District II Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Recess

10:19 AM Chair Long recessed the meeting for a brief break and reconvened at 10:25 AM with René LaRoche/Clerk of the Board as clerk.

5. Administration (ID # 12314)

Discussion and Direction on Alcoholic Beverage Licenses Following the Adoption of Assembly Bill 2459

Dallin Kimble/County Administrative Officer gave the staff report, noting the five licenses released by the Alcohol Beverage Control (ABC) last month, and the businesses that had applied for them. No public comment. Board discussion ensued regarding the number of licenses, and whether the Board can modify their decision should it turn out that applications are permissible for projects.

DIRECTION

Release two (2) additional licenses next year.

RESULT: DIRECTION GIVEN

6. Administration RES-2021-621

Approve the Recommended Employee Allocation Schedule for Fiscal Year 2021-2022 Effective Immediately

Dallin Kimble extended thanks to all of the department heads and introduced Leigh Westerlund/ACAO who gave the staff report, and noted a corrected schedule. During public comment, Jeremy Briese/Sheriff - Coroner - Public Administrator complimented his staff on their work; noted his appreciation for the in-depth look; and advised that not everything is general fund dollars.

ACTION:

Adopted with corrected allocation schedule.

RESULT: ADOPTED AS AMENDED [UNANIMOUS]

MOVER: Tom Sweeney, District II Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

J. Items removed from Consent Agenda

None.

K. Closed Session

1. Administration (ID # 12323)

CLOSED SESSION: Public Employee Performance Evaluation; Position of Employee Under Review: Health and Human Services Agency Director

No public input.

RESULT: CLOSED SESSION HELD

2. County Counsel (ID # 12335)

CLOSED SESSION: Conference with Legal Counsel: Existing Litigation: in Re: National Prescription Opiate Litigation; United States District Court Case No. 1:18-AT-336

RESULT: WITHDRAWN AND RESCHEDULED Next: 12/7/2021 9:00 AM

Recess

11:11 AM Chair Long moved the meeting into Closed Session.

L. Report Out

12:44 PM Chair Long reconvened the meeting and reported out that Information was Received and Direction was Given during closed session K.1.

M. Board Information

The Board skipped this section on this date.

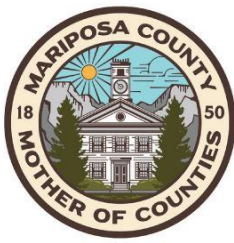
N. Adjournment

12:24 PM Chair Long adjourned the meeting in memory of Leslie Jean Deal.

Respectfully submitted,

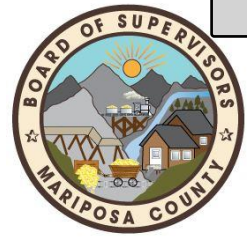
René LaRoche
Clerk of the Board

Marshall Long
Chair, Board of Supervisors



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



D.1

RESOLUTION - ACTION REQUESTED 2021-610

MEETING: November 9, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

RECOMMENDATION AND JUSTIFICATION:

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

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

- A county may allow persons unable to obtain housing to occupy designated public facilities during the duration of the emergency (public facilities include parks, schools, and vacant or underutilized facilities which are owned, operated, leased, or maintained by the county);
- A county is immune from liability for ordinary negligence in the provision of emergency housing for all conditions, acts, or omissions directly related to, and which would not occur but for, the provision of emergency housing; and

- The provisions of any state or local law or regulation prescribing standards of housing, health, and safety are suspended to the extent that strict compliance would prevent, hinder, or delay the mitigation of the effects of the crisis.

If the County desires to construct and operate an emergency homeless shelter, it is recommended that the County Board of Supervisors first declare a “shelter crisis” in order to avail itself of the associated powers and liability protections.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

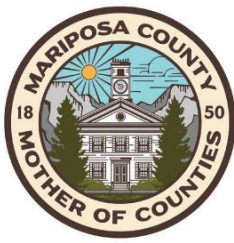
Do not continue the local emergency and the County may not be eligible for possible State or Federal assistance, or proceed with temporary homeless shelter solutions.

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

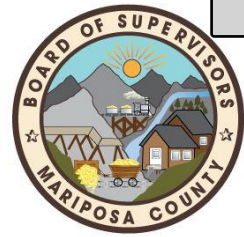
SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



MARIPOSA COUNTY

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D.2

RESOLUTION - ACTION REQUESTED 2021-611

MEETING: November 9, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue the COVID-19 Public Health Local Emergency

RECOMMENDATION AND JUSTIFICATION:

Resolution Continuing the Public Health Local Emergency Due to the COVID-19 Pandemic.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On March 13, 2020, Mariposa County Public Health Officer, Dr. Eric Sergienko declared a local public health emergency in response to the COVID-19 Pandemic. On March 17th, 2020 the Mariposa County Board of Supervisors adopted a Resolution ratifying a Local Health Emergency.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

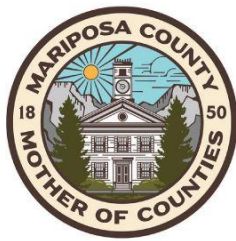
Do not continue the local emergency and the County will not be eligible for possible State or Federal disaster assistance.

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

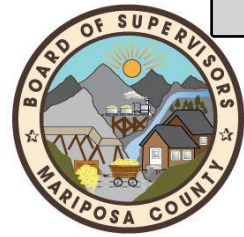
SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



MARIPOSA COUNTY

Sheriff's Office • 209 966-3615



D.3

RESOLUTION - ACTION REQUESTED 2021-612

MEETING: November 9, 2021
TO: The Board of Supervisors
FROM: Jeremy Brieese, Sheriff
RE: Continue the Local Emergency Due to COVID-19

RECOMMENDATION AND JUSTIFICATION:

Resolution Continuing the Local Emergency Due to the COVID-19 Global Pandemic.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

March 24, 2020: The Board ratified the March 17, 2020 Local Emergency Proclamation Due to the COVID-19 Global Pandemic. Additionally, the Board has ratified similar proclamations in the past during other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not continue the proclamation, the County will not be eligible for possible State or Federal disaster assistance.

FINANCIAL IMPACT:

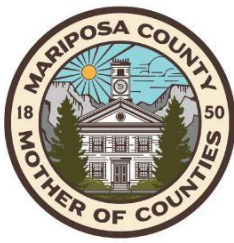
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RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

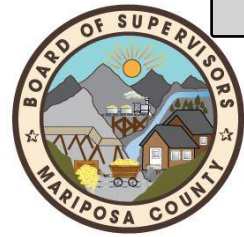
SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



MARIPOSA COUNTY

Administration • 966-3222



D.4

RESOLUTION - ACTION REQUESTED 2021-613

MEETING: November 9, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: CDBG Housing Rehabilitation Subrecipient Agreement

RECOMMENDATION AND JUSTIFICATION:

Approve a Five-Year Subrecipient agreement with Self-Help Enterprises to Implement CDBG housing rehabilitation funds; and authorize the Board of Supervisors Chair to sign the agreement.

Mariposa County has recently been awarded \$300,000 in Community Development Block Grant(CDBG) funds for Housing Rehabilitation. The County also has an existing \$205,265 in CDBG funds for the same eligible activity. Staff is recommending combining these funds under their shared guidelines and contracting with Self-Help Enterprises to implement the funds within our community.

The County of Mariposa is developing a housing assistance program with Self-Help Enterprises, a non profit Community Development Organization. The County's recent success with multiple funding streams is due to our partnership with this experienced operator. CDBG funds for owner occupied housing rehabilitation will be used as part of this program to assist low income residents rehabilitate their housing units with health and safety and code compliance issues.

Housing rehabilitation program guidelines were adopted by the County in December of 2019 and approved by the California Department of Housing and Community Development: CDBG, Home Investment Partnership Program(HOME)and Cal Home Divisions.

The County currently has a similar subrecipient agreement with Self-Help Enterprises to implement HOME funding in our community. Staff is recommending continuing the partnership and contracting with Self-Help Enterprises for CDBG housing rehabilitation funds.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

RES 2019-699 HOME, CDBG and CalHome Guidelines Adoption
RES 2019-701 HOME Investment Partnership Program
RES 2020-14 HOME Investment Partnership Program Subrecipient Agreement
RES 2020-255 CDBG program applications

REF ID# 12289

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ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Since the new CDBG awards are contingent upon the partnership with Self-Help Enterprises there are not many alternatives to managing the \$300,000 in program funds. Alternatively the County could continue to administer the \$205,265 in program funds but that would result in additional staff time. Negative action would result in returning the funds to the state.

FINANCIAL IMPACT:

Contrating with Self-Help Enterprises to implement state grant funds with result in a reduction of County staff time while increasing community benifit. Exact numbers are unknown,

ATTACHMENTS:

Subrecipient Agreement 2(HOUSING REHAB) (1) (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

COUNTY OF MARIPOSA SUBRECIPIENT AGREEMENT

THIS AGREEMENT, entered this ____ day of _____, 2021 by and between the County of Mariposa, a political subdivision of the state of California, (GRANTEE) and Self-Help Enterprises (SUBRECIPIENT).

WHEREAS, the California Department of Housing and Community Development, hereinafter "HCD", is authorized to allocate Community Development Block Grant Program, hereinafter "CDBG" funds made available from the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD", as, as authorized under Title I of the Housing and Community Development Act of 1974, as amended, and implemented under Title 24 of the Code of Federal Regulations, hereinafter collectively referred to as the "Act", incorporated herein by its reference; and

WHEREAS, GRANTEE is a recipient of CDBG funding for use in funding eligible activities furthering established national objectives to benefit its low and moderate income residents as defined in the Act; and

WHEREAS, GRANTEE in accordance with its 2019-2024 Housing Element, desires to provide CDBG funds to SUBRECIPIENT, for activities and services, as more fully described in Exhibit A, Scope of Services, upon the terms and conditions in this Agreement; and

WHEREAS, pursuant to County Resolution No. 2020-255 the Board Chair is authorized to execute CDBG Agreements, on behalf of GRANTEE, that are within available allocated CDBG funding and in a standard form approved by the County Counsel.

NOW, THEREFORE, it is agreed between the parties hereto that:

1. TERM

The term of this Agreement shall commence on award by HCD, unless terminated earlier pursuant to the terms of this Agreement, shall continue until five years from date of award. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which SUBRECIPIENT remains in control of CDBG funds or other CDBG assets, including Program Income.

2. SCOPE OF WORK

SUBRECIPIENT will be responsible for administering services in a manner satisfactory to GRANTEE and consistent with any standards required as a condition of providing these funds. GRANTEE will also perform the services set forth in Exhibit "A" entitled "Scope of Work" attached hereto and incorporated by reference herein and made a part hereof.

SUBRECIPIENT shall administer the Program for the whole of the term of the Agreement. SUBRECIPIENT shall administer the Program in compliance with the CDBG and HOME requirements and in a manner that meets the CDBG national objective(s) of 24 CFR 570.208 statewide goals.

GRANTEE will monitor the performance of SUBRECIPIENT against goals and performance standards as stated above. Substandard performance as determined by GRANTEE will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable amount of time after being notified by GRANTEE, contract suspension or termination procedures will be initiated.

3. RECORDS AND REPORTS

On a quarterly basis, SUBRECIPIENT shall submit to GRANTEE, in a form acceptable to GRANTEE, a performance report summarizing the number of unduplicated persons served, including race, ethnicity, and income data. The performance report shall be submitted within thirty days of the close of each quarter.

SUBRECIPIENT shall ensure the CDBG grant funds provided by GRANTEE are clearly identified as subawards and include the following information:

- SUBRECIPIENT NAME:
- Subrecipient ID(DUNS):
- State Award Identification Number: (CDBG Grant#)
- State Award Date:
- Period of Performance:
- Federal/State Funds Obligated by this Agreement:
- Total Federal/State Funds Obligated to SUBRECIPIENT:
- Total Amount of the Federal/State Award:
- Federal/State Award project description:
- Name of State awarding agency: Dept. of Housing and Community Development
- Name of pass-through entity: County of Mariposa, California
- Award Official Contact Information: Name and Address
- CFDA Number: 14.218
- CFDA Name: Community Development Block Grant
- Identification of R&D: No
- Indirect cost rate for the Federal award:

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

- a) A full description of each activity undertaken;
- b) Records demonstrating each activity undertaken meets one of the National Objectives of the CDBG program;

- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG and/or HOME program;
- f) Financial records as required by 24 CFR Part 200 as amended by 24 CFR 570.502, and
- g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

SUBRECIPIENT shall retain all project files, financial records, and any other documents related to the Program for a period of three years from the date of the close out of this Agreement, except in the following cases:

- If any litigation, claim, or audit is started before the expiration of the three year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- When the SUBRECIPIENT is notified in writing by the GRANTEE to extend the retention period.
- Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition.

GRANTEE shall monitor and evaluate SUBRECIPIENT's performance under this Agreement to determine compliance with this Agreement and CDBG requirements. SUBRECIPIENT shall cooperate with GRANTEE and any federal or state auditors authorized by GRANTEE and shall make available all information, documents, and records reasonably requested and shall provide GRANTEE the reasonable right of access to both records and personnel during normal business hours for the purpose of assuring compliance with this Agreement and evaluating performance hereunder. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

4. METHOD OF PAYMENT

Grant funds shall be disbursed to reimburse SUBRECIPIENT in accordance with the Proposed Budget attached hereto as Exhibit "B" and incorporated herein. SUBRECIPIENT's sole source of compensation hereunder will be in the form of a grant of CDBG funds as described herein. It is expressly agreed and understood that the total amount to be paid by GRANTEE under this Agreement shall not exceed \$502,565.

SUBRECIPIENT shall submit to GRANTEE a request for payment, in a form acceptable to GRANTEE, on a monthly basis for the term of the Agreement. Said request shall be accompanied with supporting documentation, including but not limited to paid receipts, invoices and timesheets, to allow GRANTEE to determine compliance with applicable federal regulations, including cost allowability.

GRANTEE shall pay all approved requests for payment pursuant to this Agreement within the normal course of business, typically within forty-five days of receipt. If GRANTEE disallows any cost submitted by SUBRECIPIENT, within ten business days GRANTEE will provide written notification to SUBRECIPIENT of the disallowance, including any corrective action necessary to process payment.

All funds are paid contingent upon SUBRECIPIENT's continuous compliance with all applicable, uniform administrative requirements, program regulations, and recapture and reversion requirements set out in the Act. Any unearned or recaptured CDBG funding shall be returned to GRANTEE within thirty days of the earlier of termination of this Agreement or notice by GRANTEE. Any interest earned or received by SUBRECIPIENT thereon shall be remitted to the GRANTEE.

An authorized official for SUBRECIPIENT must provide a signed certification with each request that states the following: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

SUBRECIPIENT understands and agrees the availability of CDBG funds is subject to the control of HUD, other federal agencies, HCD, or other state agencies and should the CDBG funds be encumbered, withdrawn or otherwise made unavailable to GRANTEE, whether earned by or promised to SUBRECIPIENT, and/or should GRANTEE in any fiscal year hereunder fail to allocate CDBG funds, GRANTEE shall not provide said funds unless and until they are made available for payment to GRANTEE by HUD, HCD and GRANTEE receives and allocates said funds. No other funds owned or controlled by GRANTEE shall be obligated under this Agreement to the Project(s).

5. PROGRAM INCOME

Any income generated by SUBRECIPIENT from the use of CDBG funds governed by this Agreement shall be considered CDBG program income. All CDBG program income (as defined at 24 CFR 570.500(a)) shall be retained by SUBRECIPIENT for the term of this Agreement. The use of all CDBG income is reserved specifically for services outlined in the Scope of Work and is subject to the terms of this Agreement.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

SUBRECIPIENT shall adhere to and follow the Uniform Administrative Requirements found in the U.S. federal regulations at 2 CFR Part 200.

SUBRECIPIENT shall establish and maintain effective internal control over CDBG and HOME funds made available through this Agreement to provide reasonable assurance that the Program is administered in compliance with applicable federal statutes, regulations, state guidelines and the terms and conditions of this Agreement. This includes evaluation and internal monitoring of the Program and prompt, appropriate action when instances of noncompliance are identified.

SUBRECIPIENT shall follow a written procurement policy that allows for full and open competition that meets the minimum standards of the U.S. federal regulations at 2 CFR 200.317 through 200.326.

SUBRECIPIENT shall take reasonable measures to safeguard protected personally identifiable information and other information GRANTEE designates as sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women 's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least 51% owned and controlled by minority group members or women. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

SUBRECIPIENT is prohibited from using CDBG funds or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

SUBRECIPIENT shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

SUBRECIPIENT shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part.

SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities.

SUBRECIPIENT shall maintain a financial management system that identifies all federal awards received and expended and the federal programs under which they were received, including:

- The CFDA title and number,
- Federal award identification number and year,
- Name of the Federal/State agency, and
- Name of the pass-through entity, if any.

SUBRECIPIENT shall follow written financial management policies and procedures that, at a minimum, provide for:

- Determination of allowable costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E;
- Effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and
- Accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

7. AUDIT REQUIREMENTS

Within thirty days of the close of SUBRECIPIENT's fiscal year, SUBRECIPIENT shall provide to GRANTEE a certification stating the total amount of federal awards expended in the fiscal year. The certification shall be signed by an authorized official.

SUBRECIPIENT agrees to have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F if SUBRECIPIENT expends \$750,000 or more in federal awards during any fiscal year that overlaps with the term of this Agreement. SUBRECIPIENT shall submit a copy of the audit to GRANTEE and the Federal Audit Clearinghouse (FAC) within thirty calendar days after receipt of the auditor's report(s). SUBRECIPIENT shall make copies of the audit available for public inspection for three years from the date of submission to the FAC.

GRANTEE shall issue a management decision for audit findings that relate to this Agreement within six months of acceptance of the audit report by the FAC.

8. USE AND REVERSION OF ASSETS

SUBRECIPIENT shall transfer to GRANTEE any CDGB funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR 570.502-504, as applicable.

9. CONFLICT OF INTEREST

SUBRECIPIENT shall maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of SUBRECIPIENT. If SUBRECIPIENT has a

parent, affiliate, or subsidiary organization, the standards of conduct must cover organizational conflicts of interest to ensure SUBRECIPIENT is able to be impartial in conducting a procurement action involving a related organization.

At a minimum, the standards of conduct shall include any person who is an employee, agent, consultant, officer, or elected official or appointed official of SUBRECIPIENT. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG -assisted activity, or with respect to the proceeds of the CDBG -assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Both SUBRECIPIENT and any subcontractors shall complete a Disclosure of Conflict of Interest Form included as Exhibit "D ". Upon written request, GRANTEE may grant an exception to the conflict of interest provisions on a case-by-case basis.

10. OTHER PROGRAM REQUIREMENTS

SUBRECIPIENT agrees to administer the services in compliance with all applicable City/County, State, and Federal guidelines including, but not limited to the following federal program requirements as now in effect and as may be amended from time to time:

Section 109 of the Housing and Community Development Act of 1974 requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs.

Equal Opportunity requirements as described in Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107.

Equal Protection of the Laws for Faith-Based and Community Organizations as described in Executive Order 13279 and the implementing regulations at 41 CFR chapter 60.

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply.

Exclusion of Debarred and Suspended Contractor requirements as described in 2 CFR Part 180.

Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for CDBG benefits, including financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available with CDBG. Benefits do not include relocation services and payments to which persons displaced are entitled by law (24 CFR §570.613).

A building or facility designed, constructed, or altered with CDBG funds governed by this Agreement that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

The contract provisions for non-federal entity contract under federal awards as set forth in Exhibit "E".

11. CLOSEOUT AND REVERSION OF ASSETS

GRANTEE will close out this Agreement when it determines that all applicable administrative actions and all required work of the Agreement have been completed by SUBRECIPIENT .

Unless provided an extension through written notification by GRANTEE, SUBRECIPIENT shall complete the following actions no later than thirty calendar days after the end date of the term of this Agreement:

- Submit, all financial, performance, and other reports as required by the terms of this Agreement;
- Liquidate all obligations incurred under the Agreement; and
- Transfer to GRANTEE any accounts receivable attributable to the use of CDBG and/or HOME funds, including CDBG and HOME program income.

Notwithstanding the expiration or earlier termination of this Agreement, SUBRECIPIENT's obligations to GRANTEE shall not terminate until all closeout requirements are completed. The following obligations of SUBRECIPIENT shall survive the termination of this Agreement:

- SUBRECIPIENT'S indemnity obligations;
- the obligation to cause audits to be performed relating to SUBRECIPIENT'S activities and costs under this Agreement;
- the obligation to repay to GRANTEE any CDBG and/or HOME proceeds improperly disbursed to SUBRECIPIENT or disbursed for ineligible expenditures;

- any other obligations which cannot by their nature be performed until after the expiration of the Agreement such as the submittal of final payment request and performance reports.

Any real or personal property purchased in whole or in part with CDBG and/or HOME funds provided under this Agreement are subject to the following requirements that shall survive the termination of this Agreement:

- Insurance and reporting requirements regarding real and personal property acquired with federal funds in accordance with the uniform administrative requirements contained in the U.S. federal regulations published at 2 CFR Part 200; and
- For real property under SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000, said property shall be used to meet one of the national objectives in 24 CFR 570.208 for five years after close out of this Agreement. If the property is disposed of within five years of the close out of this Agreement, SUBRECIPIENT shall reimburse GRANTEE the a percentage of the current fair market value of the property equal to the percentage of CDBG funds expended to the overall acquisition and improvement cost of the property.

12. SUSPENSION AND TERMINATION

Termination for Convenience. This Agreement may be terminated by either party if SUBRECIPIENT and GRANTEE mutually agree in writing to its termination and upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

Furthermore, GRANTEE may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with any terms of this Agreement.

If, through any cause, the SUBRECIPIENT fails to fulfill in timely and proper manner its obligations under this Agreement, ineffectively or improperly use funds provided under this Agreement, or if SUBRECIPIENT shall violate any of the covenants, agreements, or stipulations of this Agreement, GRANTEE shall thereupon have the right to terminate this Agreement by giving written notice to SUBRECIPIENT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents and reports prepared by SUBRECIPIENT under this Agreement shall, at the option of GRANTEE, become its property and SUBRECIPIENT shall be entitled to receive just and equitable payment for any satisfactory work completed subject to the limitations of this Agreement.

13. MANDATORY DISCLOSURES

SUBRECIPIENT shall provide written notice to the GRANTEE within five days of all potential conflicts of interest and violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in termination of the Agreement and suspension or debarment from future federal awards.

14. FINDINGS CONFIDENTIAL

Any reports, information or data given to or prepared by SUBRECIPIENT concerning GRANTEE under this Agreement shall not be made available to any individual or organization by SUBRECIPIENT without first submitting them to GRANTEE.

15. GENERAL CONDITIONS

SUBRECIPIENT shall implement this Agreement in accordance with applicable Federal, State, County, and City laws, ordinances and codes. Should a Project receive additional funding after the commencement of this Agreement, SUBRECIPIENT shall notify GRANTEE in writing within thirty days of receiving notification from the funding source and submit a cost allocation plan for approval by GRANTEE within forty-five days of said official notification.

SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) SUBRECIPIENT does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) SUBRECIPIENT does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

SUBRECIPIENT shall comply with the bonding and insurance requirements set forth in 2 CFR Part 200. The SUBRECIPIENT shall additionally carry sufficient insurance and bond coverage as set forth in Exhibit "C".

SUBRECIPIENT shall subcontract all work or services through written contract or agreement subject to each provision of this Agreement and applicable City, County, State and Federal guidelines and regulations. Prior to execution of any subcontract hereunder, such subcontracts must be submitted by SUBRECIPIENT to GRANTEE for its review and approval, which will specifically include a determination of compliance. None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted by SUBRECIPIENT or reimbursed by GRANTEE without prior written approval.

16. INDEPENDENT CONTRACTOR

In furnishing the services provided for herein, SUBRECIPIENT is acting solely as an independent contractor. Neither SUBRECIPIENT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of GRANTEE for any purpose. GRANTEE shall have no right to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform its work and functions. However, GRANTEE shall

retain the right to administer this Agreement so as to verify that SUBRECIPIENT is performing its obligations in accordance with the terms and conditions thereof.

This Agreement does not evidence a partnership or joint venture between SUBRECIPIENT and GRANTEE. SUBRECIPIENT shall have no authority to bind GRANTEE absent GRANTEE's express written consent. Except to the extent otherwise provided in this Agreement, SUBRECIPIENT shall bear its own costs and expenses in pursuit thereof.

Because of its status as an independent contractor, SUBRECIPIENT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to GRANTEE's employees. SUBRECIPIENT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, SUBRECIPIENT shall be solely responsible, indemnify, defend and save GRANTEE harmless from all matters relating to employment and tax withholding for and payment of SUBRECIPIENT's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in GRANTEE employment benefits, entitlements, programs and/or funds offered employees of GRANTEE whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, SUBRECIPIENT may be providing services to others unrelated to GRANTEE or to this Agreement.

17. INDEMNIFICATION

To the furthest extent allowed by law including California Civil Code section 2782, SUBRECIPIENT shall indemnify, hold harmless and defend GRANTEE and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in Contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by GRANTEE, SUBRECIPIENT or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. SUBRECIPIENT's obligations under the preceding sentence shall apply regardless of whether GRANTEE or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or willful misconduct, of GRANTEE or any of its officers, officials, employees, agents or volunteers.

If SUBRECIPIENT should contract or subcontract all or any portion of the work to be performed under this Agreement, SUBRECIPIENT shall require each SUBRECIPIENT and/or subcontractor to indemnify, hold harmless and defend

GRANTEE and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

18. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following contract representatives:

GRANTEE

County of Mariposa
C/O Housing Development Specialist
Mariposa County Administration
5100 Bullion St.
Mariposa, Ca 95338

SUBRECIPIENT

Self-Help Enterprises
C/O Susan Long, Program Director
8445 W Elowin Ct
Visalia, CA 93290

19. AMENDMENTS

GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the GRANTEE's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

GRANTEE may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both GRANTEE and SUBRECIPIENT.

20. ASSIGNMENT

SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GRANTEE.

21. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining

provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

22. ATTORNEY FEES

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party will be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

23. BINDING ON ALL SUCCESSORS AND ASSIGNS

Unless otherwise expressly provided in this Agreement, all the terms and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective nominees, heirs, successors, assigns, and legal representatives.

24. COUNTERPARTS

This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original, and all of which together will constitute one instrument. The execution of this Agreement by any party hereto will not become effective until counterparts hereof have been executed by all parties hereto.

25. CUMULATIVE REMEDIES

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity. All powers and remedies given by this Agreement shall be cumulative and in addition to those otherwise provided by law.

26. EFFECTIVE DATE

This Agreement shall be effective upon the Parties' complete execution following Board of Supervisors approval.

27. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement of the parties with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by written instrument duly authorized and executed by both GRANTEE and SUBRECIPIENT.

28. EXHIBITS

Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

29. EXPENSES INCURRED UPON EVENT OF DEFAULT

SUBRECIPIENT shall reimburse GRANTEE for all reasonable expenses and costs of collection and enforcement, including reasonable attorney's fees, incurred by GRANTEE as a result of one or more Events of Default by SUBRECIPIENT under this Agreement.

30. GOVERNING LAW AND VENUE

Except to the extent preempted by applicable federal law, the laws of the State of California shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement. Venue for filing any action to enforce or interpret this Agreement will be Mariposa County, California.

31. HEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

32. INTERPRETATION

This Agreement in its final form is the result of the combined efforts of the parties. Any ambiguity will not be construed in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

33. NO THIRD PARTY BENEFICIARY

The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties other than expressly identified herein. No subcontractor, mechanic, materialman, laborer, vendor, or other person hired or retained by SUBRECIPIENT shall have any rights hereunder and shall look to SUBRECIPIENT as their sole source of recovery if not paid. No third party may enter any claim or bring any such action against GRANTEE under any circumstances. Except as provided by law, or as otherwise agreed to in writing between GRANTEE and such person, each such person shall be deemed to have waived in writing all right to seek redress from GRANTEE under any circumstances whatsoever. SUBRECIPIENT shall include this paragraph in all contracts/subcontracts.

34. NO WAIVER

Neither failure nor delay on the part of the GRANTEE in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the SUBRECIPIENT therefrom shall be effective unless the same shall be in writing, signed on behalf of the GRANTEE by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the SUBRECIPIENT in any case shall entitle the SUBRECIPIENT to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of the GRANTEE's right to take other or further action in any circumstances without notice or demand.

35. NON-RELIANCE

SUBRECIPIENT hereby acknowledges having obtained such independent legal or other advice as it has deemed necessary and declares that in no manner has it relied on GRANTEE, its agents, employees or attorneys in entering into this Agreement.

36. PRECEDENCE OF DOCUMENTS

In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement will control.

37. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Agreement at Mariposa, California, the day and year first above written.

GRANTEE

COUNTY OF MARIPOSA

SUBRECIPIENT

SELF-HELP ENTERPRISES

Thomas Collishaw, President/CEO**GRANTEE**

County of Mariposa
Attention: Board Chair
5100 Bullion St
Mariposa, Ca 95338
Phone : (209) 966-3222

SUBRECIPIENT:

Self-Help Enterprises
Attention:
Tom Collishaw
President/CEO
8445 W Elowin Ct
Visalia, CA 93290
Phone: (559) 802-1630

Attachments :

EXHIBIT A: SCOPE OF WORK
EXHIBIT B: PROPOSED BUDGET
EXHIBIT C: INSURANCE REQUIRMENTS
EXHIBIT D: CONFLICT OF INTEREST
EXHIBIT E: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS

EXHIBIT A
SCOPE OF WORK

Matrix Code:	14A Rehab: Single-Unit Residential
National Objective:	LMH
CDBG Eligibility:	24 CFR 570.202

Project Description:

Self-Help Enterprises will offer a housing rehabilitation program:

1) Housing Rehabilitation Program for owner occupied income eligible households countywide that provides for the repair of multiple household systems that threaten a household's health, general well-being or safety and/or subjects the households to live without basic plumbing, electrical, heating, cooling or security.

Records to Be Maintained

The subrecipient shall maintain records including, but not limited to:

Basic Activity Information

The SUBRECIPIENT shall maintain a project file that contains a full description of each activity assisted with CDBG funds, including its location, the amount of CDBG funds budgeted, obligated and expended for the activity, and the eligibility and national objective under which it is eligible.

Data on the extent to which each racial and ethnic group and have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG funds. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. No recipient is required to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

Financial Management Records

The SUBRECIPIENT shall maintain financial records in accordance with the applicable requirements listed in Sec. 570.502, including source documentation.

The project file must document how the CDBG and/or HOME funds are expended. Such documentation must include, to the extent applicable:

- Invoices with supporting documentation
- Evidence that adequate procurement practices were in place and followed
- Schedules containing comparisons of budgeted amounts and actual expenditures,
- Construction progress schedules signed by appropriate parties (e.g., general contractor and/or a project architect), if applicable
- Other documentation appropriate to the nature of the activity

National Objective Compliance - Low Mod Housing Activities (LMH) - Owner

The SUBRECIPIENT shall maintain records for each owner-occupied unit, including:

- The total cost of the activity, including both CDBG/HOME and non-CDBG/HOME funds;
- a determination of beneficiary's household size and estimated annual income (as defined under the 24 CFR 5.609) completed and signed by the SUBRECIPIENT supported by documentation such as pay stubs and other accepted forms of income verification.

SUBRECIPIENT shall ensure the CDBG and/or HOME grant funds provided by GRANTEE are clearly identified as a subaward and include the following information:

- SUBRECIPIENT NAME: Self-Help Enterprises
- Subrecipient ID (DUNS): 056179906
- State Award Identification Number: 20-CDBG-12065
- State Award Date: 02/01/2021
- Period of Performance: 3 years for date of award
- Funds Obligated by this Agreement: CDBG
- Total Funds Obligated to SUBRECIPIENT: \$502,565
- Total Amount of the Award: \$300,000
- Award project description: See Exhibit A - Scope of Work
- Name of awarding agency: CA Dept. of Housing and Community Development
- Name of pass-through entity: County of Mariposa, California
- Award Official Contact Information: See Section 18 - Notices
- CFDA Number: 14.218
- CFDA Name: Community Development Block Grant
- Identification of R&D: No
- Indirect cost rate for the Federal award: 21.5%

EXHIBIT B
PROPOSED BUDGET

#	Line Item	Approved Budget
1	Salaries	\$43,000
2	Fringe Benefits	\$25,000
3	Professional Services	\$18,200
4	Supplies & Equipment	\$4,000
5	Rent / Lease / Utilities	\$5,743
7	Mileage / Transportation	\$5,250
8	Other: Indirect Cost Rate (approved 21.5%)	\$14,620
9	Other: Education & Outreach	\$1,500
10	Other: Housing Rehabilitation Hard Costs	\$385,252
	TOTAL	\$502,565

EXHIBIT C

INSURANCE REQUIREMENTS Agreement between County of Mariposa Self-Help Enterprises ("SUBRECIPIENT")

HOME REPAIR PROGRAMS

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury, " "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the COUNTY, its officers, officials, employees, agents, and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) that includes Cyber Liability (Privacy and Data breach) insurance appropriate to SUBRECIPIENT profession.

MINIMUM LIMITS OF INSURANCE

SUBRECIPIENT, or any party the SUBRECIPIENT subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to COUNTY, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
2. **COMMERCIAL AUTOMOBILE LIABILITY:**
\$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.
4. **EMPLOYER'S LIABILITY:**
 - (i) \$1,000,000 each accident for bodily injury;
 - (ii) \$1,000,000 disease each employee; and,
 - (iii) \$1,000,000 disease policy limit.
5. **PROFESSIONAL LIABILITY** (Errors and Omissions) & (Privacy & Data breach coverage):
 - (i) \$1,000,000 per claim/occurrence; and,
 - (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event SUBRECIPIENT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents, and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

SUBRECIPIENT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and SUBRECIPIENT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the COUNTY's Risk Manager or designee. At the option of the COUNTY's Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects COUNTY, its officers, officials, employees, agents, and volunteers; or
- (ii) SUBRECIPIENT shall provide a financial guarantee, satisfactory to COUNTY's Risk Manager or designee, guaranteeing payment of losses and related investigations,

claim administration and defense expenses. At no time shall COUNTY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. COUNTY, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. SUBRECIPIENT shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, SUBRECIPIENT's insurance coverage shall be primary insurance with respect to the COUNTY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents, and volunteers shall be excess of SUBRECIPIENT's insurance and shall not contribute with it. SUBRECIPIENT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 010413.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: SUBRECIPIENT and its insurer shall waive any right of subrogation against COUNTY, its officers, officials, employees, agents, and volunteers.

If the Professional Liability (Errors and Omissions) with Cyber Liability insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by SUBRECIPIENT.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs

first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by SUBRECIPIENT, SUBRECIPIENT must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to COUNTY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to COUNTY. SUBRECIPIENT is also responsible for providing written notice to the COUNTY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, SUBRECIPIENT shall furnish COUNTY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for COUNTY, SUBRECIPIENT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The fact that insurance is obtained by SUBRECIPIENT shall not be deemed to release or diminish the liability of SUBRECIPIENT, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SUBRECIPIENT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of SUBRECIPIENT, its principals, officers, agents, employees, persons under the supervision of SUBRECIPIENT, vendors, suppliers, invitees, consultant, sub-consultant, subcontractors, or anyone employed directly or indirectly by any of them.

SUBCONTRACTORS - If SUBRECIPIENT subcontracts any or all of the services to be performed under this Agreement, SUBRECIPIENT shall require, at the discretion of the COUNTY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the COUNTY to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance

documents for the subcontractor must be reviewed and preapproved by COUNTY Risk Manager or designee. If no Side Agreement is required, SUBRECIPIENT will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

VERIFICATION OF COVERAGE

SUBRECIPIENT shall furnish COUNTY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the COUNTY'S Risk Manager or his/her designee prior to COUNTY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of COUNTY, SUBRECIPIENT shall immediately furnish COUNTY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

EXHIBIT D
CONFLICT OF INTEREST

		YES*	NO
1	Are you currently in litigation with the County of Mariposa or any of its agents?	☐	X
2	Do you represent any firm, organization or person who is in litigation with the County of Mariposa?	☐	X
3	Do you currently represent or perform work for any clients who do business with the County of Mariposa?	☐	X
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the County of Mariposa, or in a business which is in litigation with the County of Mariposa?	☐	X
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any County of Mariposa employee who has any significant role in the subject matter of this service?	☐	X
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	X
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

Print Signature Name

Self-Help Enterprises
8445 W Elowin Ct
Visalia, CA 93290

Additional page(s) attached.

EXHIBIT E
CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from

inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, " and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

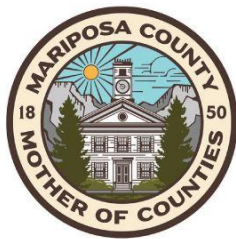
(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)- A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System 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 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains 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.

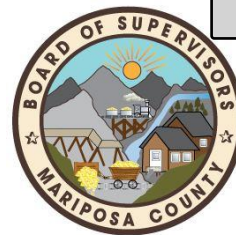
(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.



MARIPOSA COUNTY

Child Support Services ·



RESOLUTION - ACTION REQUESTED 2021-614

MEETING: November 9, 2021

TO: The Board of Supervisors

FROM: Sharon Wardale-Trejo,

RE: Authorization for Child Support Services to Close Public Lobby

RECOMMENDATION AND JUSTIFICATION:

Authorize Child Support Services to Close Public Lobby All Day Friday, November 12, 2021 to allow for training while statewide computerized systems are offline.

The statewide Child Support Enforcement (CSE) system and other state hosted applications including Guideline Calculator (used to calculate child support obligations by the local child support agency and Superior Court), Customer Connect (used by customers to access their case information online), ECSS (the statewide phone Interactive Voice Response (IVR) system), and local payment kiosks will be offline from 6:00 p.m. Wednesday, November 10, 2021, through Sunday, November 14, 2021, while the Department of Child Support Services performs planned maintenance of the CSE system. All systems are scheduled to be available once more by Monday, November 15, 2021 at 6:00 am.

With the office closure on Thursday, November 11, 2021 in observance of Veteran's Day, the impact to the public is on Friday, November 12, 2021. The local child support agency will be unable to perform case specific activities during this system outage and is requesting Board authorization to close the public lobby during that day. The office will use the system outage to provide training and staff development opportunities. Public notice will advise child support customers of the upcoming closure at least two weeks before the system outage.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

There are no past actions on this issue.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

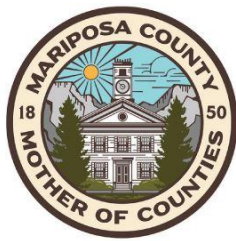
Denial of this request will result in the lobby remaining open during this system outage and case workers being unable to provide case specific assistance or accept any child support payments.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

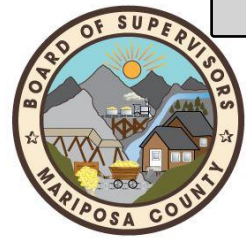
SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



MARIPOSA COUNTY

Clerk of the Board of Supervisors • (209) 966-3222



D.6

MEETING: November 9, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Accept Resignation and Recognize the Service of Pamela Hawkins on the Behavioral Health Board

RECOMMENDATION AND JUSTIFICATION:

Accept the Resignation of Pamela Hawkins from the Behavioral Health Board (BHB) and Recognize Her Service.

The BHB is a state mandated board, and operates in Mariposa County pursuant to Board Resolution 2017-289. Ms. Hawkins has been a valuable member and it is appropriate to recognize her service.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has recognized resigning committee members in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

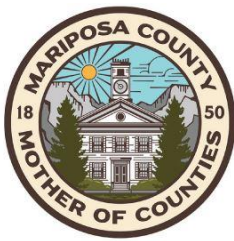
Miss the opportunity to recognize community members for their service to the County

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

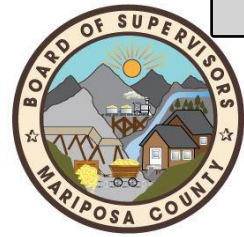
SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



D.7

RESOLUTION - ACTION REQUESTED 2021-615

MEETING: November 9, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Archie's Mini Storage

RECOMMENDATION AND JUSTIFICATION:

Approve an agreement with Archie's Mini Storage to provide storage space to the County for \$125 per month; and authorize the Board of Supervisors Chair to sign the agreement.

To comply with State regulations regarding client record retention, the Health and Human Services Agency (HHSA) must ensure that adequate storage space is available. HHSA has an extensive history with Archie's; however, upon recent review by County Counsel, it has been determined that the incorrect authorizing agent signed the original agreement. Therefore, a re-submittal and approval of the agreement by the Board of Supervisors is warranted.

Given the circumstances, the initial deposit and fee typically required at the onset of a new agreement will be waived.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On July 20, 2004, the Board approved separate agreements with Archie's Mini Storage for storage spaces, via Resolutions 2004-060 and 2004-065.

On December 20, 2016, the Board approved an agreement with Archie's Mini Storage via Resolution 2016-666.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve the Agreement. Staff will need to identify another storage facility to meet its record retention regulations.

FINANCIAL IMPACT:

There is sufficient funding in the Health and Human Services Budget to fund this Agreement. There is no impact to the County General Fund.

ATTACHMENTS:

Archies Agreement - 151 and 169 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Alternate Name:

HEALTH AND HUMAN SERVICES AGENCY

Phone

(209) 966-2000

D.7.a

Address/City/Zip:

P.O. BOX 99, Mariposa, CA 95338

RENTAL AGREEMENT TERMS

- RENT DUE ON THE 1ST:** monthly \$ 125.00 Bi-Yrly (Yearly) \$ 1,425.00. Rent is due, in advance, on the first day of each rental period month (month, bi-yearly, or year). **WE DO NOT BILL MONTHLY ACCOUNTS.** Late charge of \$15.00 will be added if payment is not received by the tenth day. Charge of \$25.00 for returned checks. Concurrently with the execution of the Rental Agreement, Occupant shall pay \$10.00 as a non-refundable new account administration fee.
- DEPOSITS:** Occupant shall pay, in advance, a deposit of \$ 25.00 to be refunded within two weeks after Occupant signs a vacate slip and returns the property clean.
- INSURANCE: ARCHIE'S MINI STORAGE**, (hereafter known as **AMS**) DOES NOT PROVIDE INSURANCE OR GUARANTEE SECURITY, ANY ACTION **AMS** VOLUNTARILY TAKES TO INCREASE SECURITY FOR THE FACILITY SHALL NOT CONSTITUTE A WARRANTY, EXPRESS OR IMPLIED, OF SECURITY FOR OCCUPANT'S PROPERTY, OCCUPANT SHALL MAINTAIN OWN INSURANCE OF PROVIDE FULL AND ADEQUATE COVERAGE OF OCCUPANT'S PROPERTY. Occupant expressly agrees that the carrier of Occupant's insurance shall not be subrogated to any claim of Occupant against **AMS** its agents or employees. Occupant acknowledges that **AMS** has provided Occupant with information to obtain their own insurance for property of occupants. Occupant acknowledges that he/she understands the provisions of this paragraph and agrees to these provisions.
- RELEASE BY OCCUPANT:** **AMS** only provides space for rent and does not have possession or control of Occupant's personal property. **AMS** is not storing property for Occupant of guaranteeing its safekeeping. OCCUPANT RELEASES **AMS** FOR ANY LOSS OR DAMAGE TO OCCUPANT'S PROPERTY IN STORAGE, INCLUDING ANY RELATED INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- OCCUPANCY:** Occupant may store only personal property owned by Occupant. Occupant shall not sublet or assign the storage unit nor store property owned by others. All risks of loss or damage to personal property in storage will be borne by occupant. Occupant hereby waives subrogation. Occupant will furnish own lock and agrees the total value of stored goods under this agreement shall not exceed \$5000 for any purpose unless Occupant obtains prior written consent of owner.
- PROHIBITION AGAINST HAZARDOUS MATERIALS, ETC.:** Storage of flammable, explosive, chemicals, pesticides, dangerous, illegal or any substances that are regulated by federal, state, or local laws regarding "hazardous" or "toxic" materials is prohibited COSTS TO DISPOSE OF SUCH SUBSTANCES BY LAWFUL COMPLIANCE SHALL BE BORNE BY THE OCCUPANT.
- DELINQUENT ACCOUNTS:** Your stored property will be subject to a claim of lien for unpaid rent or other charges and may even be sold to satisfy the lien if the rent or other charges due remain unpaid for 14 consecutive days. This lien and its enforcement are authorized by Chapter 10, Division 8 (commencing with section 21700) of the California Business and Professions Code. These accounts will be transferred to our corporate office for collection and will be subject to charges \$10.00 for the Preliminary Lien, \$15.00 for the Notice of Lien Sale, \$15.00 late charge per month, and additional charges for sale or disposal. If you are paying by Bi-yearly or yearly and your rent is not paid when due, your account will be reverted to the monthly rate as shown above. Occupant shall be responsible for **AMS** attorneys' fees and cost if litigation occurs. If Occupant is delinquent in the payment of rent or other charges due under this Rental Agreement for **more than 30 days** the fee is \$ 155.00 for Owners costs in processing the delinquent account, including lien sale costs, whether or not a lien sale occurs. Notice of Lien Sale Publication fees are added. (Initials) (for acknowledgment).
- NO SMOKING:** Absolutely "NO SMOKING" in any storage unit.
- RULES:** Occupant acknowledges that **AMS** has furnished a copy of tenant Rules and Occupant agrees to abide by them. **LOCK CUTTING DEVICES ARE PROHIBITED FOR ANY USE ON THE PREMISES.** (Initials) (for acknowledgment).
- NO REFUNDS ON EARLY VACATES:** Credit may be given for unused rent, but no refunds will be given, Credits must be used within twelve months of issuance.
- PRICE CHANGE:** Prices are subject to change without notice.
- TERMINATION:** Ten days written notice, for any reason, by **AMS** or Occupant to the other will terminate this Rental Agreement. Customer must sign a vacate slip upon termination of Rental Agreement and remove all items within 10 days. **AMS** will dispose of all items at a cost to the occupant. The storage unit will be left in good condition and Occupant is responsible for damages to the storage unit. All unpaid amounts must be paid by cash or certified check or money order at the time of vacating.
- ADDRESS CHANGE:** Occupant will notify **AMS** of any address or telephone change, in writing, within ten days.
- COVERING GOODS:** Occupant agrees to cover his goods to protect them against moist air, condensation, and dust.
- PREMISES RESPONSIBILITY:** Occupant will periodically inspect and immediately notify **AMS** of any defects in the storage unit. Occupant will keep the premises in good condition and pay **AMS** for repair necessary due to negligence or misuse while in Occupant's control. Occupant may not alter the premises without written consent of **AMS**.
- ENTIRE AGREEMENT, ETC.:** There are no other, conditions or agreements between the parties except as set forth in this Agreement. This Agreement may only be amended by written instrument executed by **AMS**. This is binding on **AMS** successors or assigns, and each successor or assigns shall be relieved of its obligations under this Agreement upon the transfer of the property to the new successor or assigns.

I HAVE READ AND UNDERSTAND THIS RENTAL AGREEMENT IN ITS ENTIRETY AND AGREE TO ALL ITS TERMS.

OCCUPANTS SIGNATURE: _____

DATE: _____

Method of Payment MADE BY: MAIL, CREDIT CARD, OR DEPOSIT THE RENT IN THE DROP BOX AT THE FACILITY SITE.

Credit Cards Available: Visa, & MasterCard

Cash / Check / M.O. / Crd.Crd: Amt.: _____

Ck#: _____

Crd. Crd. #: _____

Exp. _____

Authorization Signature: _____

Date: _____

X Site: Mariposa, CA

Site: Ahwahnee, CA

MAKE CHECKS PAYABLE TO: ARCHIE'S MINI STORAGE

ProRate Next Month: _____

Mailing Address:

P.O. Box 924

(Headquarters Office)

Mariposa, CA 95338

Local: (209) 966-5909

(800) 522-3540

\$ _____

FIRST MONTH RENT: Rent: \$ 125.00

Deposit: 25.00

Fee: 5.00

Amt.: \$ 155.00

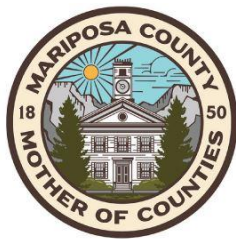
IMPORTANT: WRITE YOUR SPACE NUMBER ON YOUR PAYMENT.

WHITE-AMS (OWNERS COPY)

YELLOW - CUSTOMER COPY (your copy)

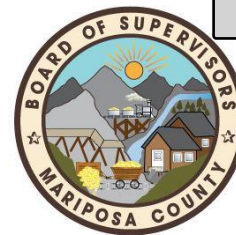
Packet Pg. 49

Attachment: Archies Agreement - 151 and 169 (RES-2021-615 : Archie's Mini Storage)



MARIPOSA COUNTY

HHS/Social Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2021-616

MEETING: November 9, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approval of Amended Agreements with Area 12 Agency on Aging & Budget Actions FY 2021-22

RECOMMENDATION AND JUSTIFICATION:

Approve Amended Agreements with Area 12 Agency on Aging (A12AA); Authorize the Board of Supervisors Chair to Sign the Amended Agreements; and Approve Budget Actions in the Senior Nutrition Funds Increasing Revenue and Appropriations to Correspond with the Amended Agreements (\$16,126).

Additional funding is available through A12AA, and in order to receive this funding an amendment to the original agreement needs to be approved. The Budget Actions shall Increase Revenue and Appropriations in the Senior Nutrition C-1 Congregate Program by \$7,228; Increase Revenue and Appropriations in the Senior Nutrition C-2 Home Delivered Meals Program by \$8,898. These changes correspond with the Amended Agreements provided by Area 12 Agency on Aging for the current fiscal year 2021-2022.

The County of Mariposa, Health & Human Services Agency, Adult & Aging Services branch, in collaboration with Area 12 Agency on Aging has been providing the above stated programs to seniors in Mariposa County since 1991.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has historically approved and authorized the Board Chair to sign amended agreements and has approved the accompanying budget actions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve the amendments or budget actions. The Senior Nutrition programs would be unable to accept the additional funding.

FINANCIAL IMPACT:

Revenue and Appropriations will be increased in the Senior Nutrition Funds by \$16,126. There is no impact to the General Fund.

ATTACHMENTS:

A12 Amendment Agreement 2022 - Wcsiganture (PDF)

A12 Amended Agreement FY22 - Budget Action (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



DIRECT SERVICES

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

CONTRACTED SERVICES

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

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

The Agreement originally entered into on July 1, 2021, for the term of July 1, 2021 through June 30, 2022, by and between Area 12 Agency on Aging and MARIPOSA COUNTY HEALTH & HUMAN SERVICES, AGING & ADULT SERVICES, serving in Mariposa County for C-2 Home Delivered Meals Nutrition services, is hereby amended, October 7, 2021, as follows:

1. Total annual compensation to MARIPOSA COUNTY HHS, AGING & ADULT SERVICES, serving in Mariposa County for C-2, Home Delivered Meals Nutrition services shall not exceed the maximum amount of \$44,898.00*, for a maximum number of 8,197 meals.
2. All other provisions and stipulations of the Agreement between MARIPOSA COUNTY HHS, AGING & ADULT SERVICES, and the Area 12 Agency on Aging shall remain in full force and applicability.

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

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

By: Kristin Millhoff Dated: 10-13-21
Kristin Millhoff, Executive Director

Contractor:
MARIPOSA COUNTY HHS, AGING & ADULT SERVICES

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

*This total includes dollars from Area Plan baseline and NSIP funding.





A Joint Powers Agency serving the counties of
Alpine · Amador · Calaveras · Mariposa · Tuolumne

Your Senior Resource Connection

DIRECT SERVICES

Chore
Family Caregiver Support Program
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By: Kristin Millhoff Dated: 10-13-21
Kristin Millhoff, Executive Director

Contractor:
MARIPOSA COUNTY HHS, AGING & ADULT SERVICES

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

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A JOINT POWERS AGENCY serving Alpine, Amador
Calaveras, Mariposa and Tuolumne Counties.

By: Kristin Millhoff

Kristin Millhoff, Executive Director

Dated: 10-13-21

Contractor:

MARIPOSA COUNTY HHS, AGING & ADULT SERVICES

By: _____

Chair - Board of Supervisors – Mariposa County

Dated: _____

*This total includes dollars from Area Plan baseline and NSIP funding.

DIRECT SERVICES

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Health Insurance Counseling & Advocacy Program (HICAP)
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A JOINT POWERS AGENCY serving Alpine, Amador
Calaveras, Mariposa and Tuolumne Counties.

By: Kristin Millhoff Dated: 10-13-21
Kristin Millhoff, Executive Director

Contractor:
MARIPOSA COUNTY HHS, AGING & ADULT SERVICES

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

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DIRECT SERVICES

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Family Caregiver
Support Program
Health Insurance
Counseling & Advocacy
Program (HICAP)
Health Promotion/
Group Exercise
Homemaker
Information &
Assistance
Multipurpose Senior
Services Program
(MSSP)
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Personal Care
Residential Repairs &
Modifications

CONTRACTED SERVICES

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

October 8, 2021

Mariposa County HHS
Adult & Aging Services
ATTN: Lydia Arre
P. O. Box 99
Mariposa, CA 95338

Dear Lydia:

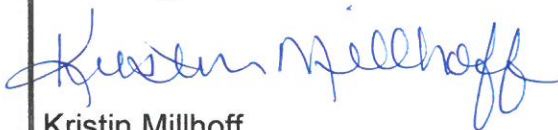
Enclosed with this letter you will find the Amended Agreement between Area 12 Agency on Aging and Mariposa County Health & Human Services, Adult & Aging Services for FY 2021-2022 for the following services:

C-1 Congregate Meals
C-2 Home Delivered Meals

Please sign both copies of the Agreement. Return one copy of the Agreement to Area 12 Agency on Aging by November 1, 2021, and retain the other copy for your files.

If you have any questions or need further information, please contact me at 209-532-6272 or kristin@area12.org.

Sincerely,



Kristin Millhoff
Executive Director

Enclosures

C: Supervisor Rosemarie Smallcombe





DIRECT SERVICES

Chore
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1. Total annual compensation to MARIPOSA COUNTY HHS, ADULT & AGING SERVICES, serving in Mariposa County for C-1, Congregate Nutrition services, shall not exceed the maximum amount of funding of \$77,228.00* for a maximum number of 9,481 meals.
2. All other provisions and stipulations of the Agreement between MARIPOSA COUNTY HHS, ADULT & AGING SERVICES applicability.

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

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

By: Kristin Millhoff Dated: 10-8-21
Kristin Millhoff, Executive Director

Contractor:
MARIPOSA COUNTY HHS, ADULT & AGING SERVICES

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

*This total includes dollars from Area Plan baseline and NSIP funding.

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A JOINT POWERS AGENCY serving Alpine, Amador
Calaveras, Mariposa and Tuolumne Counties.

By: Kristin Millhoff Dated: 10-8-21
Kristin Millhoff, Executive Director

Contractor:
MARIPOSA COUNTY HHS, ADULT & AGING SERVICES

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

**This total includes dollars from Area Plan baseline and NSIP funding.*

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	PROGRAM	DESCRIPTION	PROJECT	INCREASE	DECREASE
3341	519	45043	CON	Area 12 C-1 Grant		(7,228)	
3341	519	45047	CTW	Area 12 C-2 Grant		(8,898)	
3341	519	60526	CON	Catered Food C-1		7,228	
3341	519	60526	CTW	Catered Food C-2		8,898	
TOTALS						0	0

TRANSFER BETWEEN FUNDS						DEBIT	CREDIT
TOTALS						0	0

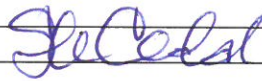
ACTION REQUESTED: (Check all that apply)

(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;

JUSTIFICATION Adjust budget for additional revenue

DEPT HEAD SIGNATURE



DATE 10-22-21

APPROVED BY RES NO.

CLERK

DATE

DEPARTMENT Health and Human Services

AUDITOR'S USE ONLY

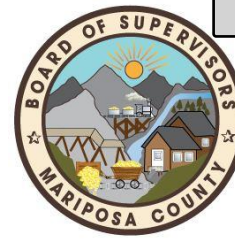
BA #

: Revision Form Revised 0



MARIPOSA COUNTY

Air Pollution Control Officer • (209) 966-3689



MEETING: November 9, 2021

TO: The Board of Supervisors

FROM: Eric Sergienko, County Health Officer/APCD Officer

RE: Ratify APCD Chair's Signing of Amended Grant Agreement G20-CAPP-15-1

-1

RECOMMENDATION AND JUSTIFICATION:

Ratify the signature of the APCD Board Chair on the Amended Grant Agreement G20-CAPP-15-1 for AB 617 Community Air Protection Program Funding (Fiscal Year 20/21) in an Amount Not to Exceed \$10,813.

The California Air Resources Board changed the reporting requirements from once every 6 months to annually. No other changes have been made to the agreement.

This Grant Award provides funding to implement the Community Air Protection Program consistent with the goals of Assembly Bill 617 (Chapter 136, Statutes of 2017). Some examples of how these funds may be used include but are not limited to: Funds for implementation pursuant to Assembly Bill 617 may support selecting locations and deploying community air monitoring systems, deploying fence-line monitoring, developing an expedited schedule for requiring best available retrofit control technology, and developing Community Emissions Reduction Programs which includes efforts to improve community capacity to participate in the process, determining the proportional contribution of sources to air pollution exposure, developing rules, staff support, collecting data and reporting and other related tasks. For those air districts with communities selected by the CARB Board pursuant to Assembly Bill 617, these funds must be prioritized to support the required development and implementation of their Community Emissions Reduction Program(s) and/or Community Monitoring Plan(s).

BACKGROUND AND HISTORY OF BOARD ACTIONS:

This Grant was accepted and approved by the Board on May 25, 2021.

This grant agreement is for additional Air Protection activities related to AB617.

The Board ratified previous grant agreement to implement AB617 activities on May 5, 2020 by Resolution APCD-2020-5 and June 16, 2020 by APCD-2020-7

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not approve the grant agreement, we would forego this grant funding opportunity.

FINANCIAL IMPACT:

Air Pollution Control District 2021-7

These activities will be funded by the \$10,813 grant agreement. There is no impact to the county general fund.

ATTACHMENTS:

Cover Letter_Districts_Amendment_FINAL_Mariposa County APCD (PDF)

G20-CAPP-15-1 Coversheet Mariposa County APCD for signature (PDF)

G20-CAPP Grants Exhibit B_Final (PDF)

G20-CAPP Grants Exhibit A_Amendment 1 (PDF)

G20-CAPP-15-1 Coversheet Mariposa County APCD signed (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



Gavin Newsom, Governor
 Jared Blumenfeld, CalEPA Secretary
 Liane M. Randolph, Chair

September 17, 2021

Mr. Eric Sergienko
 Air Pollution Control Officer
 Mariposa County Air Pollution Control District
 5085 Bullion Street,
 Mariposa, California 95338
esergienko@mariposacounty.org

Dear Mr. Sergienko:

Earlier this year the Mariposa County Air Pollution Control District was approved for a grant under the Community Air Protection Program for Fiscal Year 2020-2021 from funding provided by Senate Bill 74 (Chapter 6, Budget Act of 2020). This grant award is for related expenses necessary to implement Assembly Bill 617 (C. Garcia, Chapter 136, Statutes of 2017). An amendment to the language in Exhibit A, Grant Provisions as it pertains to the reporting requirement has been made. This amendment will require reporting to revert to annual reporting rather than biannual reporting. Amendments are shown in strikethrough text and additions as bold and underscore text in Exhibit A, Grant Provisions, 3. Reporting. Enclosed for your consideration is the Grant Agreement, including:

- One copy of the amended Grant Agreement cover sheet, which indicates your original grant amount and the purpose of the amendment, along with any applicable Special Terms and Conditions;
- One copy of the amended Exhibit A, Grant Provisions for Fiscal Year 2020-2021 Community Air Protection Program grants; and
- One copy of the original Exhibit B, General Terms and Conditions for Fiscal Year 2020-2021 Community Air Protection Program grants.

To accept your grant award, please:

- Add authorized signature (electronic signature is acceptable) and date to the copy of the cover sheet.
- Return an electronic copy of the cover sheet, as soon as possible but no later than October 1, 2021, to:

Ms. Andrea Juarez at andrea.juarez@arb.ca.gov

- Retain the Grant Provisions (Exhibit A) and General Terms and Conditions (Exhibit B) for District's reference.

These funds are available for liquidation until June 30, 2023.

Please note that the Federal Employer Identification Number (FEIN) has been included in the cover sheet based on information in our records. Please confirm if it is correct and notify Ms. Andrea Juarez if a change is needed.

Mr. Eric Sergienko
September 17, 2021
Page 2

If you would like to receive advance payment of the funds, please provide a Board Resolution or minute order accepting the funds and complete, sign and return both the Grant Disbursement Request Form and the Advance Payment Request Form (provided by CARB to the grantee after the grant execution) to Ms. Andrea Juarez. You can also choose to request disbursement after the work is completed and can submit the Grant Disbursement Request Form at that time.

Thank you for participating in the Community Air Protection Program and for your commitment to clean air. After final signature by CARB, one copy of the cover sheet will be returned to you. If you have any questions, or need additional copies of the forms, please contact Ms. Andrea Juarez via email at andrea.juarez@arb.ca.gov.

Sincerely,



Deldi Reyes, Director, Office of Community Air Protection

Enclosures

Mr. Eric Sergienko
September 17, 2021
Page 3

cc: Tung Le, Executive Director, California Air Pollution Control Officers Association
tung@capcoa.org

Andrea Juarez, Air Pollution Specialist, Office of Community Air Protection

Mr. Eric Sergienko
September 17, 2021
Page 4

bcc: Deldi Reyes, Director, Office of Community Air Protection
Karen Buckley, Branch Chief, Office of Community Air Protection
Deborah Kerns, Attorney III, Legal Office
Brandy Hunt, Branch Chief, Administrative Services Division
Marcela Hartsfield, Associate Governmental Program Analyst, Administrative Services Division

GRANT AGREEMENT COVER SHEET

NAME OF GRANT PROGRAM Community Air Protection Program		GRANT NUMBER G20-CAPP-15-1
GRANTEE NAME Mariposa County Air Pollution Control District		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000880	TOTAL GRANT AMOUNT NOT TO EXCEED \$10,813.00	
START DATE: June 1, 2021	END DATE: June 30, 2023	

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"). Amendments are shown as deletions in ~~strikethrough~~ text and additions as **bold and underscore** text. All other terms and conditions remain the same.

Exhibit A – Grant Provisions

Exhibit B – General Terms and Conditions

The purpose of Amendment 1 is to make some changes to Exhibit A, Grant Provisions. 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 California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) Mariposa County Air Pollution Control District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Branch Chief	DATE	TITLE	DATE
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 5085 Bullion Street, Mariposa, CA 95338	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$0.00	PROGRAM 3530000L39	PROJECT	ACTIVITY
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$10,813.00	FUND TITLE Air Pollution Control Fund		FUND 01
TOTAL AMOUNT ENCUMBERED TO DATE \$10,813.00	(OPTIONAL USE)	CHAPTER 6	STATUS 20
APPR REF 101	ACCOUNT/ALT ACCOUNT 5432000	REPORTING STRUCTURE 39000500	SERVICE LOCATION 59501
		FISCAL YEAR (ENY) 2020-21	
I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.			
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE: <i>D Keens</i>		DATE 9/2/2021	

Attachment: G20-CAPP-15-1 Coversheet Mariposa County APCD for signature (APCD-2021-7 : Ratify APCD Chair's Signing of Amended Grant

General Terms and Conditions:

1. **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.
2. **Assignment:** This Grant Agreement is not assignable by the Grantee, either in whole or in part, without the consent of CARB.
3. **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.
4. **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.
5. **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 and State laws, rules, guidelines, regulations, and requirements.
6. **Computer software:** The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
7. **Confidentiality:** No record which has been designated as confidential by CARB shall be disclosed by the Grantee. If CARB opts to maintain the confidentiality of a document, and the entity requesting the records seeks a judicial ruling challenging that determination, CARB will defend the action at its own expense, including any requirement to pay attorney fees and court costs.
8. **Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
9. **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 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law.
10. **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.

11. **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.
12. **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.
13. **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.
14. **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 contracts for work funded by this Grant Agreement, 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. **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, and out of the operation of equipment that is purchased with funds from this Grant Award.
16. **Independent contractor:** The Grantee, and its agents and employees, if any, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.
17. **Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because 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 (over 40), sexual orientation, or veteran or military status, or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 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 4.1 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 contractors 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.

18. **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 established herein.
19. **Personally Identifiable Information:** Information or data, including, but not limited to, records that personally identify an individual or individuals are confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee must safeguard all such information or data which comes into their possession under this agreement in perpetuity, and must not release or publish any such information, data, or financing assistance records.
20. **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.
21. **Professionals:** For programs involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.
22. **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.
23. **Term:** This Grant Award shall be effective upon full execution of this Grant Agreement and shall continue in full force and effect until all conditions of the Grant Agreement have been met. This award is conditional based on CARB receipt and approval of a fully executed Grant Agreement Cover Sheet accepting Community Air Protection Funds for Fiscal Year 2020-2021 by May 28, 2021.
24. **Termination:** CARB may terminate this Grant Agreement by written notice at any time prior to completion this Grant Award, 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.
25. **Timeliness:** Time is of the essence in this Grant Agreement. The Grantee shall proceed with and complete expenditure of funds to implement the Community Air Protection Program in an expeditious manner.
26. **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.
27. **Disbursement Deadline:** The Fiscal Year 2020-2021 Community Air Protection Program Funds specified in this Grant Agreement must be encumbered or expended by June 30, 2021. Grant disbursement requests must be submitted by the Grantee to CARB no later than April 1, 2023 to ensure adequate time for processing prior to the end of the fiscal year. The Community Air Protection Program Fund Grant Disbursement Request Form and Advance Payment Request Form are incorporated as part of this grant agreement.

28. **Liquidation and Return of Funds:** Funds not liquidated by June 30, 2023 must be returned by September 28, 2023. Expenditure of project funds granted may not be reduced due to any loss incurred in an uninsured bank or investment account.

California Air Resources Board (CARB)
Community Air Protection Program
GRANT AGREEMENT
Fiscal Year 2020-2021

Exhibit A

Grant Provisions:

1. **Community Air Protection Program:** This Grant Award provides funding to implement the Community Air Protection Program consistent with the goals of Assembly Bill 617 (Chapter 136, Statutes of 2017). Funds for implementation pursuant to Assembly Bill 617 may support selecting locations and deploying community air monitoring systems, deploying fence-line monitoring, developing an expedited schedule for requiring best available retrofit control technology, and developing Community Emissions Reduction Programs which includes efforts to improve community capacity to participate in the process, such as the provision of stipends, determining the proportional contribution of sources to air pollution exposure, developing rules, staff support, collecting data and reporting and other related tasks. For those air districts with communities selected by the CARB Board pursuant to Assembly Bill 617, these funds must be prioritized to support the required development and implementation of their Community Emissions Reduction Program(s) and/or Community Monitoring Plan(s).

2. **District Governing Board Approval**

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 until the Grantee has submitted this governing board resolution, minute order, or other approval to CARB. CARB will terminate this Grant Agreement if the Grantee has not submitted this governing board resolution, minute order, or other approval to the CARB Community Air Protection Project Liaison on or before September 1, 2021.

3. **Reporting:**

A. **Biannual Annual Reports:** Grantee must submit biannual reports to CARB beginning ~~six months~~ **one year** after full grant execution and continue biannually through the end of the grant term, or until all funds have been liquidated. ~~Biannual reporting covers work completed June 1 through November 30 with submittals due to CARB by December 31st and December 1 through May 31 with submittals due to CARB by June 30th. The first report can include expenditures made prior to June 1, 2021, as applicable.~~

B. Reports, at a minimum, must include:

- i. Report number, title, name of Grantee, date of submission, and grant number;
- ii. Report costs associated with specific tasks (for example: identifying location for monitoring, deploying community air monitoring systems, fence- line monitoring, reporting emissions, developing a community

emissions reduction program, establishing best available retrofit control technology requirements, adopting an expedited schedule for the implementation of best available retrofit control technology, community meetings or other Community Air Protection implementation efforts and outreach). Information for outreach events must include the date, location, topics, and number of attendees, for each event.

- iii. Report how grant is being utilized to meet the goals of Assembly Bill 617. If applicable, include emission reductions being achieved.
- iv. Summary of work completed and in progress since the last progress report;
- v. Grant funds remaining and expended; and
- vi. Expenditure summary showing all Community Air Protection Program Implementation Funds for which reimbursement is being requested.

- C. **Final Report:** Grantee must submit a Final Report to CARB by June 30, 2023. If the last annual report submittal covers expenditures for the full grant amount, that report will be accepted as the Final Report. At a minimum, the Final Report must include all required information contained in the annual report, as well as an accounting summary of funds expended and a summary of how the goals of the program have been achieved.

Reports may be submitted electronically to CARB Community Air Protection Project Liaison, Ms. Andrea Juarez, at andrea.juarez@arb.ca.gov or Program designee.

4. **Program Funding:**

A. **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.

Grantee acknowledges that CARB has finalized Advance Payment regulations which become effective on January 1, 2021. Grantee agrees that this Agreement and all advance payment requests will comply with these regulations, which can be found at: 17 California Code of Regulations (C.C.R.) Sections 91040-91044.

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 grantees 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.
 - iv. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all state grant programs.
 - v. CARB shall consider the available fund balance when determining the amount of the advance payment.
 - vi. Reports to CARB any material changes to the spending plan within 30 days.
 - vii. 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. A Grantee shall provide a money transfer confirmation within 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 the Grant Provisions, Exhibit A 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 2 Reporting of this grant agreement.
- k. Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 days following the end date of this Grant Agreement term on June 30, 2023 or the reversion date of the appropriation.

B. Grant Disbursements:

- i. CARB will release any disbursements from the total Grant award after the Grantee submits the following to CARB:
 - 1. A fully executed Grant Agreement Cover Sheet; and
 - 2. Grant Disbursement Request Form, provided by CARB to the

Grantee after the grant execution. The Grantee must include an attachment to this form that documents expenditures for the implementation of the Community Air Protection Program. At a minimum, the attachment must provide information on expenditures, such costs include, selecting locations and deploying community air monitoring systems, deploying fence-line monitoring, developing an expedited schedule for best available control technology and best available retrofit control technology considering the highest priority locations, and developing Community Emissions Reduction Programs which includes but is not limited to developing rules, hiring staff, collecting data, convening community steering committees, community outreach, and reporting.

3. The Grantee shall submit the Grant Disbursement Requests to CARB Accounting Section at accountspayable@arb.ca.gov with a CC to the CARB project liaison. The Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request. For questions regarding the current guidance, contact your Project Liaison. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.

CARB Community Air Protection Project Liaison:

Ms. Andrea Juarez
California Air Resources Board
Office of Community Air Protection
andrea.juarez@arb.ca.gov

Grant payments are subject to CARB's approval of Annual Reports.

- ii. No reimbursement will be made for expenses that, in the judgment of the Director of the Office of Community Air Protection or designee, are not reasonable or do not comply with the Grant Agreement.
 - iii. No reimbursement will be made for expenses towards the administration of programs which already receive state funds for administration. Please refer any questions to CARB Community Air Protection Project Liaison, Ms. Andrea Juarez, at andrea.juarez@arb.ca.gov or Program designee.
 - iv. Any disbursement will take into consideration whether an advance payment had been received.
- C. **Earned Interest, Returned and Recaptured funds:** "Earned interest" means any interest generated from Program funds provided to the Grantee and held in an interest-bearing account. The Grantee shall reinvest all earned interest on Community Air Protection Program Implementation Funds into the program. "Returned funds" or "Recaptured funds" are funds provided under this Grant Award that are expended by the Grantee but subsequently returned to the Grantee either voluntarily or through enforcement action. All such funds must be reinvested in the implementation of the Community Air Protection Program.

- i. Such funds must be reported to CARB.
 - ii. The Grantee must maintain accounting records (e.g. general ledger) that tracks interest earned and expended on program, as follows:
 1. The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method;
 2. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned program funds;
 3. The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee's other fiscal programs; and
 - iii. Such funds must be fully liquidated or returned to CARB by completion of the program or by June 30, 2023, whichever comes first. Grantee shall report all such funds to CARB annually until complete liquidation or return of funds or June 30, 2023, whichever comes first.
 - iv. Documentation of expenditure made on those funds or returned to CARB must be:
 1. Retained for a minimum of three years after it is generated; and
 2. Provided to CARB in Annual Reports and Final Report.
5. **Grant Amendment:** Grantee recognizes that CARB continues to implement AB 617, including through the implementation of the Community Air Protection Program Blueprint (Blueprint). Grantee agrees that grant funds may not be used for purposes or activities contrary to the Blueprint. Grantee agrees that this grant agreement may be amended, upon mutual agreement of the parties, to reflect any additional terms needed to ensure consistency with the Blueprint.

STATE OF CALIFORNIA
California Environmental Protection Agency
California Air Resources Board
ASD/BCGB-337 (Rev 01/2021)

GRANT AGREEMENT COVER SHEET

GRANT NUMBER
G20-CAPP-15-1

NAME OF GRANT PROGRAM Community Air Protection Program	
GRANTEE NAME Mariposa County Air Pollution Control District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000880	TOTAL GRANT AMOUNT NOT TO EXCEED \$10,813.00
START DATE: June 1, 2021	END DATE: June 30, 2023

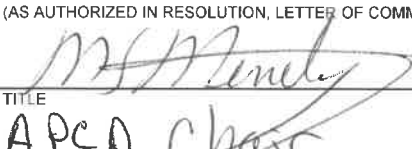
This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and Mariposa County Air Pollution Control District (the "Grantee"). Amendments are shown as deletions in ~~strikethrough~~ text and additions as **bold and underscore** text. All other terms and conditions remain the same.

Exhibit A – Grant Provisions

Exhibit B – General Terms and Conditions

The purpose of Amendment 1 is to make some changes to Exhibit A, Grant Provisions. 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.

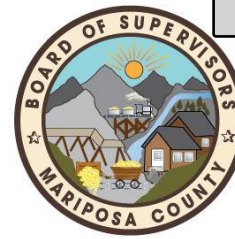
STATE AGENCY NAME California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) Mariposa County Air Pollution Control District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) 	
TITLE Branch Chief	DATE	TITLE APCD Chair	DATE 10-25-21
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 5085 Bullion Street, Mariposa, CA 95338	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$0.00	PROGRAM 3530000L39	PROJECT	ACTIVITY
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$10,813.00	FUND TITLE Air Pollution Control Fund		FUND NO 0111
TOTAL AMOUNT ENCUMBERED TO DATE \$10,813.00	(OPTIONAL USE)		CHAPTER 6
APPR REF 101	ACCOUNT/ALT ACCOUNT 5432000	REPORTING STRUCTURE 39000500	SERVICE LOCATION 59501
		FISCAL YEAR (ENY) 2020-21	
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 9/2/2021	

Attachment: G20-CAPP-15-1 Coversheet Mariposa County APCD signed (APCD-2021-7 : Ratify APCD Chair's Signing of Amended Grant



MARIPOSA COUNTY

Air Pollution Control Officer • (209) 966-3689



MEETING: November 9, 2021

TO: The Board of Supervisors

FROM: Eric Sergienko, County Health Officer/APCD Officer

RE: Ratify Application for California Air Resources Board Carl Moyer Program for Fiscal Year 2021-2022

RECOMMENDATION AND JUSTIFICATION:

Ratify the Application Signed by the Air Pollution Control Officer to Apply for Year 24 Moyer Funding, Fiscal Year 2021 – 2022, and Direct the Revenue to the Rural Assistance Program; Authorize the Air Pollution Control Officer to Apply for Funds and Similarly Direct Them to Fiscal Year '22-'23, '23-'24, and '24-'25; and Authorize the Air Pollution Control Officer to Accept Grants, If Awarded, and Sign Grant Agreements as Needed (Subject to Review as to Legal Form by County Counsel).

The Moyer program provides matching funds to facilitate replacement or retrofitting of diesel engines in order to reduce emissions. In the past, administering the Moyer Program with Mariposa County Air Pollution Control District has been difficult because no funding is available for costs of administration. Paperwork requirements for this cash distribution program have been considerable. Moreover, we were unsuccessful in utilizing any of the money to retrofit diesel engines at Public Works. We have discovered an alternative source of funding for school buses to benefit Mariposa County School District.

It is recommended that the money allocated for Mariposa County for the next four fiscal years be diverted to the Rural District Pooled Program, which will mean that applicants from Mariposa County will still have funding available to them (first priority), but administration will be accomplished by the California Air Pollution Control Officers Association.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has previously authorized applying for this grant program (January 18, 2011 with Res. No. 11-19). In 2014 resolution 2014-152,

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

1. Do not apply for funding.
2. Funds may be lost to Mariposa County applicants.

FINANCIAL IMPACT:

No financial impact.

ATTACHMENTS:

Air Pollution Control District 2021-8

MARIPOSA_YR24_Carl Moyer Program Application signed (PDF)
Solicitation Memo for CMP FY 2021-2022 (MY 24) (PDF)
Attachment 1_Tentative Allocations for FY 2021-2022 (MY 24)(PDF)
Moyer 24 Mariposa Signed - Corrected (PDF)

RESULT: ADOPTED AS AMENDED [UNANIMOUS]
MOVER: Marshall Long, District III Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

STATE OF CALIFORNIA
California Environmental Protection Agency
California Air Resources Board
ASD/BCGB-337 (Rev 01/2021)

GRANT AGREEMENT COVER SHEET

GRANT NUMBER
G20-CAPP-15-1

NAME OF GRANT PROGRAM Community Air Protection Program	
GRANTEE NAME Mariposa County Air Pollution Control District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000880	TOTAL GRANT AMOUNT NOT TO EXCEED \$10,813.00
START DATE: June 1, 2021	END DATE: June 30, 2023

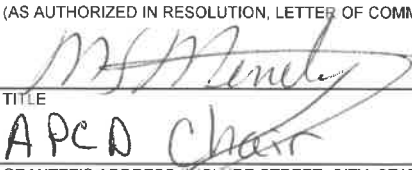
This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and Mariposa County Air Pollution Control District (the "Grantee"). Amendments are shown as deletions in ~~strikethrough~~ text and additions as **bold and underscore** text. All other terms and conditions remain the same.

Exhibit A – Grant Provisions

Exhibit B – General Terms and Conditions

The purpose of Amendment 1 is to make some changes to Exhibit A, Grant Provisions. 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 California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) Mariposa County Air Pollution Control District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) 	
TITLE Branch Chief	DATE	TITLE APCD Chair	DATE 10-25-21
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 5085 Bullion Street, Mariposa, CA 95338	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$0.00	PROGRAM 3530000L39	PROJECT	ACTIVITY
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$10,813.00	FUND TITLE Air Pollution Control Fund		FUND NO 0111
TOTAL AMOUNT ENCUMBERED TO DATE \$10,813.00	(OPTIONAL USE)		CHAPTER 6 STATUTE 2020
APPR REF 101	ACCOUNT/ALT ACCOUNT 5432000	REPORTING STRUCTURE 39000500	SERVICE LOCATION 59501 FISCAL YEAR (ENY) 2020-21
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 9/2/2021	

Attachment: MARIPOSA_YR24_Carl Moyer Program Application signed (APCD-2021-8 : Ratify Application for California Air Resources Board



Gavin Newsom, Governor
 Jared Blumenfeld, CalEPA Secretary
 Liane M. Randolph, Chair

To: Air Pollution Control Officers

From: Scott Rowland
 Branch Chief
 Mobile Source Control Division

Date: September 21, 2021

Subject: SOLICITATION FOR APPLICATIONS TO RECEIVE FUNDING FROM THE CARL MOYER MEMORIAL AIR QUALITY STANDARDS ATTAINMENT PROGRAM: FISCAL YEAR (FY) - 2021-2022 (YEAR 24) FUNDS – APPLICATIONS DUE WEDNESDAY, OCTOBER 20, 2021.

This memo solicits applications for FY 2021-2022 (Year 24) grants from the Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program). All California air pollution control and air quality management districts may apply for these grants funded by smog abatement and tire fees.

For Year 24, the California Air Resources Board (CARB) estimates, that based on authority and projected Carl Moyer Program revenues for FY 2021-2022, approximately \$235 million will be available for grants to districts under Carl Moyer Program regular and State Reserve funds. The tentative allocation of regular Carl Moyer Program funds reflects updated information on air district populations and air pollution severity under the requirements of Health and Safety Code section 44299.2. The share of district funds available for Carl Moyer Program administration reflects current statutory allowances. A district may, however, request a lower administrative portion and retain the difference in project funds.

A response to the solicitation notice must be received by Wednesday, October 20, 2021 and should include the completed and signed application. Attached to this notice is the tentative allocation table and application form. The solicitation package includes attachments that you will need to complete your application:

- Attachment 1 provides districts' tentative funding allocations for regular Carl Moyer Program funds.
- Attachment 2 is the application form. Districts must complete and return this form to receive or designate funds. (<https://ww2.arb.ca.gov/administrative-forms-carl-moyer-program-community-air-protection-incentives>)

Tentative and Final Grant Amounts

Attachment 1 provides the tentative grant amounts available by district and the corresponding match commitment. **Note that these tentative allocations are based on a preliminary estimate of revenues for the Carl Moyer Program and should not be used in board resolutions.** Final allocations will be calculated by applying the formula described in Health and Safety Code section 44299.2, with consideration of the final revenue (estimate expected in November 2022), the number of districts that apply and funds requested.

Match Requirement

A district's match requirement is 15 percent of its allocation, except those districts requesting the minimum allocation of \$200,000, which are exempt from a match requirement. A district may apply for more than the tentative allocation, with a matching funds commitment of 15 percent. Please contact your Carl Moyer Program liaison or Ms. Deborah Paselk using the contact information at the end of this memorandum, if you need assistance with determining your match requirement.

Designations

A district may choose to designate the minimum allocation to the Rural District Assistance Program (RAP), or its tentative allocation to a lead air district. The district may make these designations in the application, for the current Year 24 and up to four succeeding years.

In responding to this solicitation, districts may take one of the following actions:

1. **Accept your grant award and request a reservation of funds equal to or greater than your tentative allocation, or accept an amount less than your grant award and request a reservation of funds for the amount desired.**

To participate in the Carl Moyer Program, accept the grant award, and reserve an allocation, districts must submit the following:

- Application – A completed application form signed and dated by the district's Air Pollution Control Officer or authorized designee. Please complete all applicable sections of the application, including section 4 if the district requests a lower administration portion of the total grant.
 - If requesting additional funds, beyond your tentative allocation, or accepting an amount less than your tentative allocation but greater than the minimum (\$200,000), please use Section 2, second row. If the amount will be less than your tentative allocation, please indicate

this on your district's email to CARB with a cc to your Carl Moyer Program liaison.

- District Board Resolution/Board Minute Order (BMO) – The district board resolution/BMO must commit to participate in the Carl Moyer Program, accept Carl Moyer Program funds, and follow the requirements of the Carl Moyer Program. Because allocations in Attachment 1 are tentative and final allocations will differ, the resolution/BMO should not specify an exact grant amount unless district board policy requires it, in which case a not-to-exceed figure should be used. District resolution/BMO should accompany the signed grant agreement that is to be received by CARB on **April 15, 2022**. If a district is unable to make this deadline, the District must indicate on the application the date the board will hear the item. The deadline for Resolutions/BMOs to be received by CARB is **June 30, 2022**. Should a district require additional time to obtain a Board resolution/BMO or require a model resolution, please contact your Carl Moyer Program liaison for additional assistance.
 - District Match Funds – Districts can meet the 15 percent match obligation through local funds tied to a combination of (1) already committed projects not used as match for a previous grant, (2) future projects, and (3) contribution of in-kind administration limited to not more than 15 percent of the total match commitment. All projects used to meet match requirements must be eligible under current Carl Moyer Program guidelines. Already committed match projects must be entered or uploaded to the Carl Moyer Program Clean Air Reporting Log (CARL) by the application deadline.
 - Policies and Procedures Manual – In signing the application the district Air Pollution Control Officer or designee confirms that an up-to-date district Carl Moyer Program Policies and Procedures Manual is maintained at the district's office. The manual or recent changes to it need not be submitted with the application but should be made available for review upon request.
2. **Designate your tentative allocation to a lead district, or your minimum allocation of \$200,000 to RAP.**

Districts opting to designate funds to a lead district or RAP must submit the following:

- Application – An original application form signed and dated by the district's Air Pollution Control Officer or authorized designee. Please complete Sections 1, 2, 5, 6, and 7.

- District Board Resolution/BMO – A district board resolution to authorize designation of Moyer Program funds to a lead district or the Rural Assistance Program for the years you have specified in your application. District resolution/BMO should accompany the signed grant agreement that is to be received by CARB on **April 15, 2022**. If a district is unable to make this deadline, the District must indicate on the application the scheduled board date. The deadline for Resolutions/BMOs to be received by CARB is **June 30, 2022**. Should a district require additional time to obtain a Board resolution/BMO or require a model resolution, please contact your Carl Moyer Program liaison for additional assistance.

3. Decline the Funds

- Districts that choose not to participate in the Carl Moyer Program for Year 24 are asked to complete sections 1, 2, and 7 of the application form, including signature by the Air Pollution Control Officer.

Please send your completed application by e-mail to MSCDGrants@arb.ca.gov. CARB will assume a district has declined Year 24 funds if an application is not submitted to CARB by Wednesday, October 20, 2021 and has not previously designated funds.

The Carl Moyer Program 2017 Guidelines are available electronically at <http://www.arb.ca.gov/msprog/moyer/guidelines/current.htm>; see Sections B and C of Chapter 3 for guidelines related to the solicitation and application. For questions about the application process, please contact your Carl Moyer Program liaison or Ms. Deborah Paselk, Moyer Administration Lead, via email at Deborah.Paselk@arb.ca.gov.

Sincerely,

Scott Rowland

Scott Rowland, Branch Chief
Mobile Source Control Division

Enclosures

cc: See next page.

Air Pollution Control Officers
September 21, 2021
Page 5

cc: Tung Le
Executive Director
California Air Pollution Control Officers Association
1107 Ninth Street, Suite 801
Sacramento, California 95814

Deborah Paselk
Air Pollution Specialist – Moyer Administration Lead
Mobile Source Control Division

Attachment 1: Carl Moyer Program Year 24 Tentative Allocation

Table 1: Air District Allocations

Air District	Total Allocation	Administration Allocation	Project Allocation	Required Match
Amador County APCD	\$298,793	\$37,349	\$261,444	\$44,819
Antelope Valley AQMD	\$1,730,062	\$216,258	\$1,513,804	\$259,509
Bay Area AQMD	\$27,586,540	\$1,724,159	\$25,862,381	\$4,137,981
Butte County AQMD	\$735,683	\$91,960	\$643,723	\$110,352
Calaveras County APCD	\$319,036	\$39,880	\$279,156	\$47,855
Colusa County APCD	\$249,064	\$31,133	\$217,931	\$37,360
Eastern Kern APCD	\$696,998	\$87,125	\$609,873	\$104,550
El Dorado County AQMD	\$801,901	\$100,238	\$701,663	\$120,285
Feather River AQMD	\$756,717	\$94,590	\$662,127	\$113,507
Glenn County APCD	\$265,452	\$33,182	\$232,270	\$39,818
Great Basin Unified APCD	\$272,760	\$34,095	\$238,665	\$40,914
Imperial County APCD	\$773,162	\$96,645	\$676,517	\$115,974
Lake County AQMD	\$341,008	\$42,626	\$298,382	\$51,151
Lassen County APCD	\$260,805	\$32,601	\$228,204	\$39,121
Mariposa County APCD	\$247,674	\$30,959	\$216,715	\$37,151
Mendocino County AQMD	\$391,133	\$48,892	\$342,241	\$58,670

Air District	Total Allocation	Administration Allocation	Project Allocation	Required Match
Modoc County APCD	\$220,931	\$27,616	\$193,315	\$33,140
Mojave Desert AQMD	\$2,459,231	\$307,404	\$2,151,827	\$368,885
Monterey Bay Unified APCD	\$2,693,083	\$336,635	\$2,356,448	\$403,962
North Coast Unified AQMD	\$577,848	\$72,231	\$505,617	\$86,677
Northern Sierra AQMD	\$565,928	\$70,741	\$495,187	\$84,889
Northern Sonoma County APCD	\$314,899	\$39,362	\$275,537	\$47,235
Placer County APCD	\$1,447,769	\$180,971	\$1,266,798	\$217,165
Sacramento Metropolitan AQMD	\$12,324,980	\$770,311	\$11,554,669	\$1,848,747
San Diego County APCD	\$17,987,451	\$1,124,216	\$16,863,235	\$2,698,118
San Joaquin Valley APCD	\$35,370,703	\$2,210,669	\$33,160,034	\$5,305,605
San Luis Obispo County APCD	\$916,745	\$114,593	\$802,152	\$137,512
Santa Barbara County APCD	\$1,629,666	\$203,708	\$1,425,958	\$244,450
Shasta County AQMD	\$592,099	\$74,012	\$518,087	\$88,815
Siskiyou County APCD	\$297,762	\$37,220	\$260,542	\$44,664
South Coast AQMD	\$90,275,094	\$5,642,193	\$84,632,901	\$13,541,264

Air District	Total Allocation	Administratio nAllocation	Project Allocation	Require dMatch
Tehama County APCD	\$372,740	\$46,593	\$326,147	\$55,911
Tuolumne County APCD	\$341,315	\$42,664	\$298,651	\$51,197
Ventura County APCD	\$5,775,758	\$721,970	\$5,053,788	\$866,364
Yolo-Solano AQMD	\$1,294,210	\$161,776	\$1,132,434	\$194,132
TOTAL	\$211,185,000	\$14,926,577	\$196,258,423	\$31,677,749

Table 2: Regional and CARB Allocations

Allocation	Total Allocation	Administration Allocation	Project Allocation	Required Match
Sacramento Region Total ¹	\$13,619,190	\$932,087	\$12,687,103	\$2,042,879
San Joaquin Valley Region Total ²	\$35,643,463	\$2,244,764	\$33,398,699	\$5,346,519
State Reserve Funds (10%)	\$23,465,000	N/A	N/A	N/A

Allocations are tentative, based on initial calculations per the Health and Safety Code and prior to adjustments following responses to the solicitation. These amounts should not be cited in district board resolutions and minute orders. Final grants will differ.

¹ Sacramento Region Total is the combined total allocations from Sacramento Metropolitan AQMD and Yolo-Solano AQMD

² San Joaquin Valley Region Total is the combined total allocations from San Joaquin Valley APCD and Great Basin Unified APCD

ATTACHMENT 2: CARL MOYER PROGRAM APPLICATION

MSCD/ITAB-099 (REV. 12/2020) PAGE 1 OF 3

The California Air Resources Board must receive this application by the due date specified in the Solicitation Memo <https://ww2.arb.ca.gov/administrative-forms-carl-moyer-program-community-air-protection-incentives>.

Send the Air District's signed application to MSCD Grants at MSCDGrants@arb.ca.gov.

SECTION 1: APPLICANT AIR DISTRICT

Air District Name: MARIPOSA COUNTY AIR POLLUTION CONTROL DISTRICT	
Street Address: 5100 Bullion st (P.O. Box 5	City/Zip Code: MARIPOSA 95338
Contact Person: DAVID CONWAY	Telephone Number: 209-966-2220
E-mail: dconway@mariposacounty.org	
The address provided above matches the address provided on the Air District's Data Record Form (STD 204) or Government Agency Tax Payer ID Form ☒ Yes ☐ If no, the Air District will be submitting a corrected STD. 204 or Government Agency Tax Payer ID Form to CARB.	

SECTION 2: AIR DISTRICT REQUEST OF CARL MOYER PROGRAM FUNDING

Moyer Year: 24	Fiscal Year: 2021/22
-------------------	-------------------------

Check one box and enter the dollar amount (if applicable).

☐ Tentative allocation ("Total Allocation" amount from Attachment 1):	\$	
☐ Greater amount than tentative allocation, if available:	\$	
Sum of tentative allocation plus greater amount:	\$	
☐ Minimum allocation of \$200,000 (no match required).		
☒ Minimum allocation and authorizes the funds be designated to the Rural District Assistance Program (RAP) for the current fiscal year.		
☐ Tentative allocation and authorizes the funds be designated to a lead air district for the current fiscal year. Identify the lead air district:		
☐ No Carl Moyer Program funds. Air District declines all funding for this fiscal year.		

Attachment: Moyer 24 Mariposa Signed - Corrected (APCD-2021-8 : Ratify Application for California Air Resources Board Carl Moyer Program

ATTACHMENT 2: CARL MOYER PROGRAM APPLICATION

MSCD/ITAB-099 (REV. 12/2020) PAGE 2 OF 3

**SECTION 3: AIR DISTRICT MATCHING FUNDS
(15% OF FUNDING REQUEST, FOR APPLICATIONS OVER \$200,000)**

The Total Air District Match is based on the:

- ☐ Tentative allocation
☐ Request Allocation (Tentative allocation plus greater amount)
☐ Other

Total Air District Match:

Specify match funding by Source and Amount:

Source of Funding	Dollar Amount

Match Funds Subtotal:

Estimated In-Kind Administration: (Up to 15% of Total District Match)

SECTION 4: PROGRAM ADMINISTRATION

Check the box with the percentage for program administration that best applies to the Air District. If the Air District wishes to request a program administration grant percentage lower than the 6.25% or 12.5% allowed under statute (H&SC § 44299.1) check last box and enter the percentage.

☐ 6.25% (Air District with one million or more inhabitants)

☒ 12.5% (Air District under one million inhabitants)

☐ The Air District requests program administration funds be included in this grant at a lower portion than allowed by statute.

Percent of the total grant:

ATTACHMENT 2: CARL MOYER PROGRAM APPLICATION

MSCD/ITAB-099 (REV. 12/2020) PAGE 3 OF 3

SECTION 5: BOARD RESOLUTION

Check one box and complete the date (if applicable).

☐ This application has been duly approved and authorized by the Air District governing board, as specified in the attached resolution.

☒ This application is scheduled to go before the Air District Board.

Date scheduled to go before the Air District Board:

Nov 9, 2021

SECTION 6: AIR DISTRICT CONTACT INFORMATION

Air District Air Pollution Control Officer	Telephone Number	Email Address
ERIC SERGIENKO	209-742-0954	ESERGIENKO@MARIPOSACOUNTY.ORG

Air District Carl Moyer Program Manager	Telephone Number	Email Address
DAVID CONWAY	209-966-2220	DCONWAY@MARIPOSACOUNTY.ORG

SECTION 7: AIR DISTRICT APCO/EO APPROVED SIGNATURE

To the best of my knowledge and belief, the information in this application is true and correct. Unless my Air district has declined or designated these grant funds, an up-to-date Carl Moyer Program District Policies and Procedures Manual, based on current Carl Moyer Program Guidelines, is maintained at the Air District's office.

Signature of Air Pollution Control Officer:



Date of Signature:

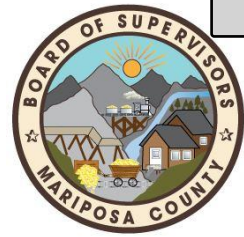
10/25/21

Attachment: Moyer 24 Mariposa Signed - Corrected (APCD-2021-8 : Ratify Application for California Air Resources Board Carl Moyer Program



MARIPOSA COUNTY

Public Works • 209-966-2498



H.1

COULTERVILLE SERVICE AREA NO. 1 - NO RESOLUTION

MEETING: November 9, 2021

TO: The Board of Supervisors

FROM: Shannon Hansen, Interim Director of Public Works & Transportation

RE: Appoint Barbara Wyman Coulterville Service Area No. 1 Advisory Board

RECOMMENDATION AND JUSTIFICATION:

Appoint Barbara Wyman to the Coulterville Service Area No. 1 Advisory Board as a Member who resides or owns property within the Service Area Boundaries, with a Term Expiring on November 9, 2023.

One of the committee members terms expired on May 1, 2020 and they do not wish to continue on this committee.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Advisory Board acts in an advisory capacity to the Board of Directors on matters affecting policies and the operations of the Coulterville Service Area No. One; reviews summaries from the Public Works Department of expenditures by vendors and labor activities, revenues and utility capital fund balances; provides input as appropriate in regards to annexation or other adjustments or any matters relative to contracts or agreements outside the service area boundaries. Additionally, this Board will review status reports on maintenance activities conducted prior to meetings and upcoming planned maintenance activities and reviews and provides input for upcoming capital projects.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve, a vacancy will continue to exist on the Committee.

ATTACHMENTS:

Barbara Lyman AP (PDF)

RESULT: ADOPTED AS AMENDED [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



RECEIVED

OCT 26 2021

County of Mariposa

BOARD OF SUPERVISORS

 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:

 WATER SEWER CSA-1 Advisory Board
 AKA Countywide County Service Area

Supervisory District in which you Reside:

NORTH SIDE

Length of Residency in the County:

34 years

First Name:

BARBARA

Last Name:

LYMAN

Mailing Address:

[REDACTED] Coulterville CA

Email Address:

[REDACTED]

Are you Over 18 Years of Age:

yes

Employment Status:

Retired

Employer's Name:

[REDACTED]

Employer's Address:

[REDACTED]

Day Telephone Number:

[REDACTED]

Cell Phone Number:

[REDACTED]

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

 Lived here long enough to know
 what HAS GONE ON with WATER

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

 PAST PRESIDENT CHAMBER NORTH SIDE
 PRESIDENT FIRE BRIGADE
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:

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

Resume
Attached:

Time(s) you have available to attend meetings (days,
evenings, etc.):

ANY TIME

Do you have transportation?

yes

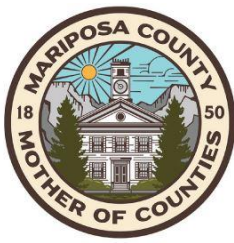
PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

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: 10-18-21

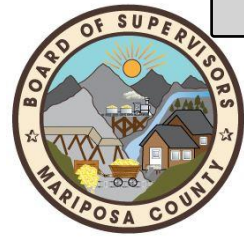
Signature: Barbara Lyman

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION



MARIPOSA COUNTY

Public Works • 209-966-2498



I.1

RESOLUTION - ACTION REQUESTED 2021-617

MEETING: November 9, 2021

TO: The Board of Supervisors

FROM: Shannon Hansen, Interim Director of Public Works & Transportation

RE: Update on Emergency Repair Work on White Rock Road

RECOMMENDATION AND JUSTIFICATION:

Review Emergency Repair Work on White Rock Road as Required by Public Contract Code Section 22050(c)(1); and Adopt a Finding that There is a Need to Continue the Emergency Action Pursuant to Public Contract Code Section 22050

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On October 14, 2021, an inspection occurred on a 10 ft x 10 ft box culvert located on White Rock Road approximately 0.40 miles north of the bridge across Mariposa Creek. The inspection revealed that there was extreme deterioration of the reinforced concrete structure and exposed steel throughout the concrete structure. The culvert posed a clear and imminent danger, requiring immediate action to prevent the loss or impairment of life, health, property, or essential public services.

On November 2, 2021, pursuant to Resolution 2021-606, the Board authorized an agreement with Palmer Tractor for emergency repair work on the box culvert located on White Rock Road.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

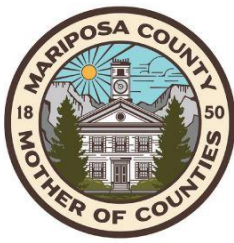
If the Board does not review this action and determine, by a four-fifths vote, that there is a need to continue the emergency action, the emergency contracting procedures contained in Public Contract Code Sections 22050 may not be utilized.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

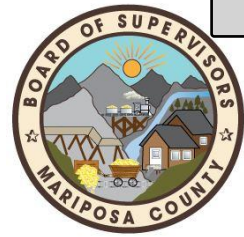
SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



MARIPOSA COUNTY

Probation • (209) 966 3612



I.2

RESOLUTION - ACTION REQUESTED 2021-618

MEETING: November 9, 2021

TO: The Board of Supervisors

FROM: Pete Judy, Chief Probation Officer

RE: Approve Donation of Probation Vehicle PD-10 To Mariposa Safe Families, Inc

RECOMMENDATION AND JUSTIFICATION:

Approve donation of Probation Vehicle PD-10 to Mariposa Safe Families Inc. To be Used to Provide Transportation to Community Family Members Participating in Mariposa Safe Families Programs and Services.

Mariposa Safe Families, Inc. (MSFI) is a community-based nonprofit, family strengthening organization founded in 2003. MSFI is also the designated Child Abuse Prevention Council for Mariposa County. The mission of MSFI is to create a welcoming place for community members and provide quality services, activities and opportunities that empower, strengthen and preserve families while nurturing and enhancing each child's well-being and potential.

Clients access to programs and services provided by MSFI is oftentimes hampered by families lack of safe transportation. Providing transportation to families in need is critical to service delivery and to the Mission of MSFI.

The probation department would like to donate PD-10 a 2006 Ford E150 nine passenger Van to MSFI in recognition of the county's commitment to removing transportation barriers where possible. While the van is almost 15 years old, it only has approximately 28,000 miles on it and it has been well maintained by Mariposa County Public Works Fleet.

The probation department has been notified by the Board of State And Community Corrections that grant funding has been approved to replace PD-10 at no cost to the Mariposa County general fund.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Resolution 2017-5044 The Board Authorized the donation of probation vehicle PD-15 to the Mariposa County Unified School District.

California Government Code Section 25372 states that "the board of supervisors may donate or lease any real or personal property that the board declares to be surplus

REF ID# 12304

Packet Pg. 96

to... An organization exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code that is organized for the care, teaching, or training of children or developmentally disabled children" or "organized to provide health or human services."

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

MSFI will need to identify funding from other sources to provide transportation for families.

ATTACHMENTS:
programs (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Mariposa Safe Families empowers individuals, families and children to enhance their lives and overall well being while discovering their own strengths and giving hope through relationships and authentic caring.



FAMILY RESOURCE CENTER

Mariposa Safe Families



Mariposa County Child Abuse Prevention Council

CONTACT US FOR MORE INFORMATION:

209-966-2211 | www.mariposasaferamilies.org

4983 8th St. Mariposa, CA 95338



Programs



CHILD ABUSE PREVENTION COALITION

Father Engagement Program - "All Dads Rock"

This program identifies and helps fathers reengage in their children's lives, helps build father-child relationships, establishes healthy safe relationships with fathers to improve father-child relationships because "Dads Rock!"

Monthly Family Engagement Activities

MSF offers a variety fun, safe and interactive monthly activities for families to engage in. It is during said activities where healthy living skills and information is relayed and resource information is provided to families. Some events include: Family Bingo Night (Currently being held via zoom due to COVID-19 pandemic), Fun family giveaways, Family Arts and Crafts Nights, among many others!

Community Partner Program

A mentoring program designed to support individuals and families living in poverty within Mariposa County for the purpose of navigating and accessing needed resources for those individuals and families

to move out of poverty and into prosperity. These services include but are not limited to arranging transportation to and from appointments, and meetings. Providing monetary support for clients basic needs (groceries, fuel, utility bills, etc). Trainings are also provided in an effort to enhance client life skills. MSF is a hand up to those in need.

SUBSTANCE ABUSE PREVENTION

Friday Night Live/Club Live:

Located at: Mariposa County High School, Woodland Elementary School, Mariposa Elementary School, Lake Don Pedro Elementary School, Greeley Hill Elementary School

Friday Night Live builds partnerships for positive and healthy youth development which engage youth as active leaders and resources in their communities.

FNL is focused on preventing community issues such as underage drinking, drinking and driving, social hosting and more. The program also focuses on providing youth with the skills and resources they need to be successful citizens in their communities.

Due to the overwhelming success of Friday Night Live, a middle/junior high school component was developed called Club Live.

The primary focus of both programs is to form youth/adult partnerships with young people, providing programs rich in opportunities and support, so young people will be less likely to engage in problem behaviors, more likely to achieve in school, and more likely to attend higher education or secure a full-time job. Visit the State Friday Night Live Site here: <http://fridaynightlive.org/>

"After School Matter" - After School Program for youth 7th-12th grades:

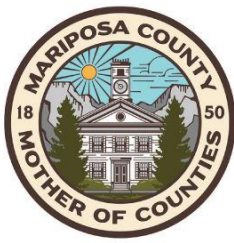
A safe place to expand minds and skill sets for youth

The "After School Matters" Program is facilitated and organized by Mariposa Safe Families and is held weekly on Tuesdays and Thursdays from 2:30PM to 5:30PM starting December 1, 2020. The Program is held in person (limited number of youth can participate due to COVID-19 and is on a FCFS basis) and via zoom for those youth not actively in school.

Youth Advisory Group:

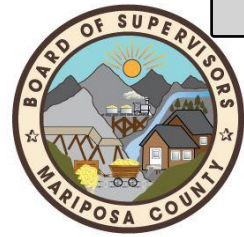
The Youth Advisory Group is comprised of local youth wishing to make a positive difference in the world. The Youth Advisory Group organizes youth led campaigns to bring awareness to the community on the dangers of substance use. The Youth Advisory Group also has an impact on the "After School Matters" Program where youth led activities take place.

Mariposa Safe Families is a safe, judgement free, substance free place for all. We serve our community as a referral center and strive to assist all community members in need of a helping hand!



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



I.3

RESOLUTION - ACTION REQUESTED 2021-619

MEETING: November 9, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Agreement with Syracuse University

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with Syracuse University to Perform Services in Support of The Psychiatric Advance Directives Project in the amount not to exceed \$79,660; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Mariposa County is one of five participating counties (Fresno, Monterey, Shasta, and Orange) actively engaged in the Multi-County Psychiatric Advance Directives (PAD) Innovations Project. Established as a key element of the Mental Health Services Oversight and Accountability Commissions (MHSOAC) Strategic Plan 2020-2023, this project is intended to advance the Mental Health Services Act (MHSA) priorities and illuminate how MHSA Innovations funds can transform service and lives.

The costs of this agreement will be paid by MHSA Innovation funding. Mariposa was approved to spend up to \$517,231 over 4 years for the Psychiatric Advance Directive Innovation Project.

With assistance and approval from the Multi- County Innovation PADs approved Project Manager, Syracuse University will engage multiple subcontracts on the County's behalf and provide oversight of Subcontractors' budgets and invoices including approved direct and indirect costs. The administrative staff of Syracuse University will provide detailed first level of oversight for all financial transactions of the project. Syracuse University will serve as a subject matter expert in the fields of evaluation, disability rights, technology, legislation and policy advocacy, and other areas, to assist all parties, upon request and as needed and appropriate, in the development and implementation of the PADs project.

For Mariposa County, the PAD Project will fulfill multiple objectives that include optimizing decision making for clients through collaborative discussions regarding their mental health treatment and promoting interagency and community collaboration related to mental health treatment and crisis with law enforcement, our jail, the hospital, and our homeless shelter.

In support of the PAD Project, Health and Human Services Agency (HHSA) carries out the required services of the Project through contractual agreements with a number of contractors. Syracuse University will engage with these subcontractors on the County's behalf and provide oversight of subcontractors' budgets and invoices

including approved direct and indirect costs. The administrative staff of Syracuse University will provide detailed first level of oversight for all financial transactions of the project. The term of this agreement is from October 1, 2021 through June 30, 2025.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has not considered this matter before.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board chooses not to approve the agreement, the County will not be able to comply with the terms and conditions of the Multi-County PAD Innovations Project and potentially jeopardize receiving future Innovation funding under MHSA.

FINANCIAL IMPACT:

The costs of this agreement will be paid by MHSA Innovation funding. Mariposa was approved to spend up to \$517,231 over 4 years for the Psychiatric Advance Directive Innovation Project. There is no impact to the County General Fund.

ATTACHMENTS:

Mariposa County Agreement_OSP October 12 2021v2 (PDF)

Mariposa County_Exhibit A_PADS Project_OSP jhmv2 (PDF)

PADs Innovations Project v5ks Final_draft.docx (PDF)

RESULT: ADOPTED [4 TO 0]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

ABSTAIN: Tom Sweeney

This **Agreement** is made by and between the County of Mariposa a political subdivision of the State of California (hereinafter "County") and Syracuse University, on behalf of its Burton Blatt Institute (hereinafter "University"). County and University being collectively referred to as the "Parties" and each individually a "Party."

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

- 1.01 The County hereby engages UNIVERSITY to perform, and UNIVERSITY hereby agrees to perform, the services described in **Exhibit A, Statement of Work**, in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

The Psychiatric Advance Directives Project (PADS), a multi-county collaborative mental health services act innovation project in the State of California, will engage UNIVERSITY, whose Burton Blatt Institute has expertise in the field of evaluation, disability rights, technology, and legislative efforts at the request of counties may assist in the development and implementation of the PADS Project. Professor Peter Blanck, PhD., J.D. of the Burton Blatt Institute will lead these efforts on behalf of the UNIVERSITY. In addition, UNIVERSITY will provide fiscal and administrative support and oversight of PADS subcontractors and/or consultants.

2.0 PAYMENT PROVISIONS.

- 2.01 County shall pay the UNIVERSITY in accordance with the payment provisions set forth in **Exhibit A** subject to the limitations set forth in this Agreement.

3.0 TERM OF AGREEMENT.

- 3.01 The term of this Agreement is from October 1, 2021 to June 30, 2025 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both UNIVERSITY and County and with County signing last, and **UNIVERSITY may not commence work before County signs this Agreement.**
- 3.02 Either Party, County or UNIVERSITY reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice to the other Party.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

- 4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement: **Exhibit A, Statement of Work**, which includes the following components: 1) Scope of Services, 2) Approved Budget, including budget detail and budget narrative, and 3) Payment Terms.

5.0 PERFORMANCE STANDARDS.

- 5.01 UNIVERSITY provides reasonable assurance that UNIVERSITY and

UNIVERSITY's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and, to the best of its knowledge, are not employees of the County, or immediate family of an employee of the County.

- 5.02 UNIVERSITY, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 UNIVERSITY shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. UNIVERSITY shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in Paragraph 6.02. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement
- 6.02 Negotiations for rate changes shall be commenced, by UNIVERSITY, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the UNIVERSITY.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 UNIVERSITY shall submit such invoice periodically or at the completion of services, but in any event, not later than 60 days after completion of services. The invoice shall set forth the amounts claimed by UNIVERSITY for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor Controller for payment. The County Auditor Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.05 Payment Terms specific to the services provided by the UNIVERSITY are located in Exhibit A, Statement of Work, of this Agreement. To the extent inconsistency exists between Article 6.0, Payment Conditions, and Exhibit A Payment Terms of this Agreement, the Payment Terms of Exhibit A shall prevail in the order of precedence.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the Either Party may terminate the Agreement for any reason by giving written notice of termination to the other Party at least

thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable to UNIVERSITY under this Agreement shall be reduced in proportion to the services provided, including non-cancelable commitments, prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to UNIVERSITY. "Good cause" includes the failure of UNIVERSITY to perform the required services at the time and in the manner provided under this Agreement, provided that UNIVERSITY was provided 30-days written notice to cure such failure ("Cure Period"), and UNIVERSITY failed to cure such performance of required services within the 30-day Cure Period. If County terminates this Agreement for good cause the County may be relieved of the payment to UNIVERSITY only for such work directly causing the termination for good cause and for costs of reprocurement, if any. In the event of a termination for good cause, the County may proceed with the work in any manner which County deems proper. Any costs owed to the County as a result of a termination for good cause shall be deducted from any sum due the UNIVERSITY under this Agreement.
- 7.03 The County's payments to UNIVERSITY under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to UNIVERSITY, and the obligations of the Parties under this Agreement shall terminate immediately, or on such date thereafter as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement. In the event of such a termination, County shall pay UNIVERSITY for all services provided and any non-cancelable commitments made prior to the date of termination.

8.0 INDEMNIFICATION.

- 8.01 UNIVERSITY shall indemnify, defend, and hold harmless the County, its officers, agents, and employees from and against any and all third-party claims, liabilities and losses arising out of or related to the UNIVERSITY's negligence or more culpable conduct in connection with the UNIVERSITY's performance of work under this Agreement (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees), unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County.

9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the UNIVERSITY shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department unless otherwise directed. The UNIVERSITY shall not receive a "Notice to

Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the UNIVERSITY.

9.02 Qualifying Insurers:

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements: Without limiting UNIVERSITY's duty to indemnify, UNIVERSITY shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if UNIVERSITY employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer' s Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers ' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval .)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date UNIVERSITY completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit cancellation or intended non-renewal thereof. Each policy shall provide coverage for UNIVERSITY and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability shall provide an endorsement naming the County of Mariposa, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the UNIVERSITY'S work, including ongoing and completed operations **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the UNIVERSITY'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000).

Prior to the execution of this Agreement by the County, UNIVERSITY shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the UNIVERSITY has in effect the insurance required by this Agreement. The UNIVERSITY shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

UNIVERSITY shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify UNIVERSITY and UNIVERSITY shall have five business days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by UNIVERSITY to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 **Confidentiality.** UNIVERSITY and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. UNIVERSITY shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement unless County specifically permits UNIVERSITY to disclose such records or information, provided, however, that UNIVERSITY may make any disclosures required by law and respond to a subpoena lawfully issued by a court of competent jurisdiction. UNIVERSITY shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. UNIVERSITY shall not use any confidential information gained by UNIVERSITY in the performance of this Agreement except for the sole purpose of carrying out UNIVERSITY's obligations under this Agreement.
- 10.02 **County Records.** When this Agreement expires or terminates UNIVERSITY shall upon County's request, return to County any County records which UNIVERSITY used or received from County to perform services under this Agreement.
- 10.03 **Maintenance of Records.** UNIVERSITY shall prepare, maintain, and preserve all

reports and records that may be required by federal, state and County rules and regulations related to services performed under this Agreement. UNIVERSITY shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception or other action relating to this Agreement is pending at the end of the three year period, then UNIVERSITY shall retain said records until such action is resolved.

- 10.04 Access to and Audit of Records. With reasonable prior written notice, and at times during UNIVERSITY's normal business hours, the County shall have the right to examine, monitor and audit those records, documents, conditions and activities of the UNIVERSITY and its subcontractors that are directly related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced by UNIVERSITY under this Agreement. UNIVERSITY shall not publish any material containing any confidential information the County disclosed in connection with this Agreement without the prior written approval of County.

11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, UNIVERSITY and its subcontractors, shall not unlawfully discriminate against any person because of race religious creed, color, sex, national origin ancestry physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in UNIVERSITY's employment practices or in the furnishing of services to recipients. UNIVERSITY shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. UNIVERSITY and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

- 12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, UNIVERSITY will comply with all the provisions of said contract, to the extent applicable to UNIVERSITY as a subgrantee under said contract and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to UNIVERSITY, at no cost to UNIVERSITY.

13.0 INDEPENDENT CONTRACTOR.

- 13.01 In the performance of work, duties, and obligations under this Agreement, UNIVERSITY is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and UNIVERSITY shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. UNIVERSITY shall be solely liable for and obligated to pay directly all applicable taxes including federal and state income taxes and social security, arising out of UNIVERSITY's performance of this Agreement. In connection therewith, UNIVERSITY shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of UNIVERSITY's failure to pay such taxes.

14.0 NOTICES.

- 14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and UNIVERSITY'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
	Stuart Taub, Director Office of Sponsored Program
Name and Title	
	211 Lyman Hall Syracuse, NY 13244
Address	Address
	315-443-9356
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. UNIVERSITY represents that it presently has no interest and agrees to manage or mitigate any such interest acquired during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the UNIVERSITY.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the UNIVERSITY. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or

conditions in this Agreement.

- 15.04 Contractor. The term "UNIVERSITY" as used in this Agreement includes UNIVERSITY's officers, agents and employees acting on UNIVERSITY's behalf in the performance of this Agreement.
- 15.05 Dispute Resolution. Any dispute or disagreement among the Parties in relation to this Agreement (a "Dispute") shall initially be referred to senior representatives of each Party with authority to resolve such Dispute, who shall use good faith efforts to resolve such Dispute. In the event that the parties' representatives are unable to resolve a Dispute pursuant to the foregoing sentence within thirty (30) days, before resorting to any other legal remedy (other than provisional equitable remedies such as temporary injunction and/or restraining order), the parties shall attempt in good faith to resolve any such controversy or claim by mediation before and in compliance with the rules established by any mutually acceptable alternative dispute resolution organization, including, but not limited to the CPR Institute for Dispute Resolution ("CPR"). If the matter has not been resolved by mediation within sixty (60) days of the commencement of such procedure (which period may be extended by mutual agreement), either party may seek relief in a court of competent jurisdiction.
- 15.06 Assignment and Subcontracting. The UNIVERSITY shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, UNIVERSITY shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and UNIVERSITY under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and UNIVERSITY expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and UNIVERSITY agree that each Party has fully participated in the review and revision of this Agreement and that any rule of construction

to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County, or the UNIVERSITY represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the UNIVERSITY with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the UNIVERSITY as of the effective date of this Agreement which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. Except for Article 6.00 Payment Provisions, where Exhibit A Payment Terms shall prevail, in the event of any conflict or inconsistency between any other provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
- 15.18 Force Majeure. The UNIVERSITY will not be liable for any failure or delay in performing its obligations under this Agreement due to any cause, event or circumstance beyond its or its subcontractors' reasonable control, including without limitation, acts of God, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of public utilities or internet service providers, natural catastrophes, governmental acts or omissions or fire. County acknowledges and agrees that COVID-19 is and shall continue to be a force majeure event to the extent that any law, regulation, governmental order, quarantine requirement or health or safety concern affects the UNIVERSITY's or its subcontractors' ability to perform the services set forth in this Agreement.

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16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and UNIVERSITY have executed this Agreement as of the day and year written below.

COUNTY OF MARIPOSA**SYRACUSE UNIVERSITY**

By: _____
Marshall Long, Chair
Board of Supervisors

By: _____
Stuart Taub, Director
Office of Sponsored Programs

Date: _____

Date: _____

Approved as to Form:

By: _____
Steve Dahlem, County Counsel

Date: _____

Approved as to Fiscal Provisions:

By: _____
Luis Mercado, Auditor

Date: _____

Approved as to Liability Provisions:

By: N/A

Date: _____

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*INSTRUCTIONS: If UNIVERSITY is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If UNIVERSITY is a Limited Liability Corporation (LLC) the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If UNIVERSITY is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If UNIVERSITY is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9



Exhibit A

Statement of Work

Psychiatric Advanced Directives (PADs) Mental Health Services Act INNOvations Project Activities in Mariposa County, California

Presented to Mariposa County, California

To

Baljit Hundal, Division Director Health Services

Board of Supervisors of Mariposa County, California

By

Burton Blatt Institute at Syracuse University

Chairman Peter Blanck, Ph.D., J.D.

I. SCOPE OF WORK

- A. With assistance and approval from the Multi- County PADs approved Project Manager, BBI will engage multiple subcontracts on the County's behalf and provide oversight of Subcontractors' budgets and invoices including approved direct and indirect costs. The administrative staff of BBI (under the direction of Ms. Foote and in coordination with the Project Manager) will provide detailed first level of oversight for all financial transactions of the project. All related operational, legal, fiscal activities are coordinated with departments of SU Offices of Sponsored Programs and Sponsored Accounting, Human Resources, Payroll, Purchasing, Disbursements and Information Technology Services. These activities include:
 - Review of Subcontracts with outside parties to ensure completeness, accuracy, and conformity with County policies and applicable California State and Federal regulations.

- Review of Subcontracts to ensure alignment with the Approved MHSA PADs INNOvation project dated June 24, 2021.
 - Background vetting and checks of potential vendors.
 - Obtaining and issuing required tax forms.
 - Review of invoices for accuracy and compliance and within the scope of the project.
 - Ensure that payments to vendors made accurately and timely.
- B. BBI will serve as a subject matter expert in the fields of evaluation, disability rights, technology, legislation and policy advocacy, and other areas, to assist all parties, upon request and as needed and appropriate, in the development and implementation of this project. Peter Blanck, Ph.D, J.D. (Principal Investigator), and Jonathan Martinis, J.D., will lead this effort for BBI, along with other staff as needed.

II. APPROVED BUDGET, BUDGET NARRATIVE, AND PAYMENT TERMS

A. Operating Costs

1. **Direct Operating Costs** include salary and fringe costs for personnel and related travel costs to accomplish the objectives as described above.

Peter Blanck, Ph.D., J.D., Principal Investigator will provide his time as in-kind to the project during academic months to direct oversight of all project activities.

Jonathan Martinis, J.D., Esq., will serve as Co-Project Director and subject matter expert in an advisory capacity.

A Project Coordinator (TBD) will provide detailed first level of oversight for all financial transactions of the project and coordinate with SU departments to ensure fiscal activities are in compliance with all applicable regulations, and all required forms are obtained and filed.

Direct Operating Costs are budgeted at \$208 in Year 1, \$2,272 in Year 2, and \$26 in Year 3 for a four-year total of \$2,506.

2. **Indirect Operating Costs** are generally calculated in accordance with Syracuse University's federally negotiated indirect cost rate agreement (Department of Health and Human Services, effective 05/21/2021), which is currently 26% of modified total direct costs (MTDC) for other, off-campus activities.

For this proposal, Syracuse University (BBI) is applying a reduced rate of 9% of modified total direct costs (MTDC) per the requirement.

Indirect Costs are budgeted at \$2,715 in Year 1, \$602 in Year 2, \$382 in Year 3, and \$373 in Year 4 for a four-year total of \$4,072.

B. **Subcontract Costs** include the direct and indirect costs for the following activities. The proposed Subcontractor for each activity is subject to change at the discretion of the County.

1. **Project Management** – the budget for case management and full project oversight is \$720 in Year 1, \$621 in Year 2, \$639 in Year 3, and \$594 in Year 4 for a four-year total of \$2,574. The currently proposed Project Manager Contractor is Concepts Forward Consulting.
2. **PAD Training** – the total budget for training in PADs, participation in stakeholder discussion, county technical assistance, legislation expertise, personnel stipends and PADs presentations is \$513 in Year 1, \$273 in Year 2, \$129 in Year 3, and \$130 in Year 4 for a four-year total of \$1,045. The currently proposed PAD Training Contractor is Laurie Hallmark.
3. **Evaluation** – the evaluation activities are budgeted at \$216 in Year 1, \$617 in Year 2, \$723 in Year 3, and \$606 in Year 4 for a four-year total of \$2,162. The currently proposed Evaluation contractor is RAND Corporation.
4. **Media/Marketing** – contractor costs to provide expert consultation with stakeholders and create a statewide platform to educate about PADs are budgeted at \$962 in Year 1, \$350 in Year 2, \$175 in Year 3, and \$263 in Year 4 for a four-year total of \$1,750. The currently proposed Media/Marketing contractor is Idea Engineering.
5. **Technology Platform** – contractor costs to develop a secure, private and accessible PADs technology platform are \$2,550 in all four years of the project for a total of \$10,200. The currently proposed Technology Platform contractor is Chorus.
6. **Peer Advocacy** – contractor costs for a peer organization to participate in statewide stakeholder meetings and trainings to the benefit of the multi-county participants are \$27,523 in Year 1, \$27,523 in Year 2, and \$305 in Year 3 for a total of \$55,351. The currently proposed Peer Advocacy contractor is Painted Brain.

Total costs for Contracts are \$32,484 in Year 1, \$31,934 in Year 2, \$4,521 in Year 3, and \$4,143 in Year 4 for a four-year total of \$73,082.

III. APPROVED BUDGET: BUDGET SUMMARY

MARIPOSA COUNTY – BBI - BUDGET BY FISCAL YEAR AND SPECIFIC BUDGET CATEGORY						
EXPENDITURES						
	PERSONNEL COSTS (salaries, wages, benefits)	FY 21/22	FY 22/23	FY 23/24	FY 24/25	TOTAL
1.	Salaries					
2.	Direct Costs					
3.	Indirect Costs					

4.	Total Personnel Costs					\$
	OPERATING COSTS*					
5.	Direct Costs	208	2,272	26	0	\$2,506
6.	Indirect Costs	2,715	602	382	373	\$4,072
7.	Total Operating Costs	2,923	2,874	408	373	\$6,578
	NON-RECURRING COSTS (equipment, technology)					
8.						
10.	Total non-recurring costs					
	CONSULTANT COSTS / CONTRACTS (clinical, training, facilitator, evaluation)					
11.	Project Management	720	621	639	594	\$2,574
11.	PAD Trainer	513	273	129	130	\$1,045
11.	Evaluation	216	617	723	606	\$2,162
11.	Media/Marketing	962	350	175	263	\$1,750
11.	Tech-Platform Stakeholder Engagement	2,550	2,550	2,550	2,550	\$10,200
11.	Peer Advocacy	27,523	27,523	305	0	\$55,351
13.	Total Consultant Costs	32,484	31,934	4,521	4,143	\$73,082
	OTHER EXPENDITURES (please explain in budget narrative)					
14.	Direct Costs					
16.	Total Other Expenditures					\$
	BUDGET TOTALS					
	Personnel (total of line 1)					\$
	Direct Costs (add lines 2, 5, and 11 from above)	32,692	34,206	4,547	4,143	\$75,588
	Indirect Costs (add lines 3, 6, and 12 from above)	2,715	602	382	373	\$4,072
	Non-recurring costs (total of line 10)					
	Other Expenditures (total of line 16)					
	TOTAL INNOVATION BUDGET	35,407	34,808	4,929	4,516	\$79,660

IV. PAYMENT TERMS: COST REIMBURSEMENT

It is agreed to and understood by the Parties that the University shall be reimbursed for all costs incurred in connection with this project up to the amount of \$79,660 (the "Project Cost") as established by the Statement of Work and Approved Budget in this Exhibit A. It is estimated that the amount designated as the Project Cost is sufficient to support Project expenses. Unspent budgeted funding is automatically carried forward to the next budget year and available for project expenditure without the need for County prior approval.

Reimbursement shall be made by the County upon receipt of itemized invoices. Each invoice must reference the County account number. Invoices shall be submitted not more frequently than monthly, but must be submitted at least quarterly in accordance with the Approved Budget.

The County shall not be liable for any payment in excess of the Project Cost unless this Agreement Exhibit A is modified in writing. Within sixty (60) days after the termination of this Agreement the University shall submit a final financial report setting forth costs incurred.

Checks shall be made payable to 'Syracuse University' and shall be sent to:

Syracuse University
Bursar's Office
Attn: Director, Sponsored Accounting
119 Bowne Hall
Syracuse, NY 13244
Email: contact@syr.edu
Tel: 315-443-2089

For the purposes of identification, each payment shall include the title of the project and the name of the Principal Investigator.

Psychiatric Advance Directives

MULTI-COUNTY COLLABORATIVE
Mental Health Services Act Innovations Project



Innovations Work Plan

Participating counties: Fresno¹, Mariposa, Monterey, Orange, and Shasta

Project Title: Multi-County Psychiatric Advance Directives (PADs) Innovations Project

Duration of Project: July 1, 2021- June 30, 2025



¹ Fresno County has already submitted an Innovations Project plan to the MHSOAC detailing its plan to participate in this project; this plan was approved by Delegated Authority June 2019.

Section 1: Innovations Regulations Requirement Categories

General Requirement:

"Introduces a new practice or approach to the overall mental health system, including, but not limited to, prevention and early intervention."

Innovations Incubator background and previous Psychiatric Advance Directives (PADs) approval:

A key element of the Mental Health Services Oversight and Accountability Commissions (MHSOAC), Strategic Plan 2020-2023 is the development and implementation of a collection of collaborative projects. These projects are to advance the Mental Health Services Act (MHSA) priorities and illuminate how MHSA Innovations funds can transform service and lives.

With support from the Governor and Legislature, MHSOAC had launched several multi-county collaboratives, including the Innovations Incubator. One of the topics explored in the Innovation Incubator is that of Psychiatric Advanced Directives (PADs). In 2019, three counties explored options to deploy PADs to improve the response to individuals in crisis from law enforcement (LE) and physical and behavioral health workers. At that time, only Fresno County was able to obtain approval for the project. Almost concurrently the COVID-19 Pandemic hit, and all efforts came to a standstill.

In January 2021, the MHSOAC determined counties needed additional technical assistance and project management support to move the project forward. Since that date, four additional counties have joined Fresno to move the PADs Innovation project forward throughout California.

Primary Purpose:

"Increases the quality of mental health services, including measured outcomes."

Using PADs, current clients and non-engaged consumers will gain autonomy in decision-making toward their mental health care supports and services. This county-wide project will provide the groundwork for community collaboration, creating PADs Teams, a standardized PADs county "tool-kit," and evaluate the process and success in engaging clients and non-engaged consumers.

PADs are a form of Supportive Decision-Making (SDM), a decision-making methodology where people work with friends, family members, and professionals who help them understand the situations and choices they face so they may make their own informed decisions and direct their lives. The process of developing a PAD, with support from, among others, county mental health professionals, can help people clarify their preferences for treatment so that they will receive appropriate support and care, especially during mental health crises. When handled skillfully, a PAD is a powerful tool to increase a person's quality of care within the mental health and justice-involved settings.

This proposed project will meet several unmet needs across the state:

1. Provide standardized training to increase understanding of the existence and benefits of PADs by communities and stakeholders.
2. Develop and implement a standardized PAD template, ensuring that individuals have autonomy and are the leading "voice" in their care, especially during a mental health crisis.
3. Utilize peers to facilitate creation of PADs so that shared lived experience and understanding will lead to more open dialogue, trust, and improved outcomes.
4. Develop and implement a standardized training "tool-kit" to enable PAD education, policy, and practice fidelity from county to county.

5. Align mental health PADs with medical Advance Directives, with a focus on treating the “whole person” throughout the life course.
6. Utilize a technology platform for easy access to training, materials, creation, storage, and review of PADs.
7. Create a fully functioning cloud-based PADs Technology Platform, for ease of use by consumers, LE, or hospitals for in-the-moment use.
8. Use legislative and policy advocacy, with consumer voices in the lead, to create a legal structure to recognize and enforce PADs, so that consumer choice and self-determination are recognized and respected throughout California.
9. Evaluate (a) the effectiveness of this project; (b) the ease of use and recognition of PADs; (c) the impact of PADs on the quality of mental health supports and services; and (d) most importantly, the impact of PADs on the quality of life of consumers.

Section 2: Project Overview

Primary Problem:

In 2006, the Center for Medicare and Medicaid Services (CMS) made it clear that PADs should be a part of psychiatric care. Approximately 27 states have enacted laws and policies recognizing PADs since the 1990s. However, PADs are often written with a focus on physical health, with little to no room for psychiatric health, plans, arrangements, or instructions to assist in the event of a mental health crisis. Also, the length and number of different PADs templates make it confusing for the individual filling out the PAD and the health care and LE charged to comply with them. With such confusion, how can LE or hospitals know whether a PAD is valid or not?

As stated on the website of the National Resource Center on Psychiatric Advanced Directives (NRC), “Psychiatric advance directives are relatively new legal instruments that may be used to document a competent person's specific instructions or preferences regarding future mental health treatment. Psychiatric advance directives are used to plan for the possibility that someone may lose the capacity to give or withhold informed consent to treatment during acute episodes of psychiatric illness.” (National Resource Center on Psychiatric Advance Directives, n.d.), The website further explains that California does not currently have a specific legal statute encouraging or recognizing PADs, thus leading to the underutilization of PADs in the state

Californians with mental illness continue to face high rates of recidivism, inpatient non-voluntary hospitalization, homelessness, and incarceration. These problems persist despite the state’s efforts to avoid or reduce 5150 involuntary hospitalizations and incarceration. For example, California has deployed teams to conduct outreach to homeless individuals to engage them in services. Unfortunately, these and other efforts have not led to meaningful reductions in hospitalization and incarceration, or improved treatment outcomes.

On February 6, 2020, *Capital Weekly* wrote an article documenting the increased rates of mental illness in California jails, stating, “the Board of State and Community Corrections discovered a 42 % increase in mental health cases reported and an 80 % increase in inmate medication prescriptions over the last ten years.” (Hice, 2020) The article further found that one in four inmates meets the threshold for “serious psychological distress.” Further research documented that, in 2018, there were 127,709 people incarcerated in California state-level facilities, with over one-quarter (36,963) receiving at least minimal mental health care.

There is a great deal of information on the Cal Matters website describing California's incarcerated mentally ill. As of January 2020, of 72,000 inmates, 22,000 have open mental health cases.

Of those, 6,280 men and 173 women are so ill they require enhanced mental health care. The average cost to house a seriously mentally ill person in our state jails is \$31,000 annually; that is a cost of \$200,043,000 annually for the 6453 seriously mentally ill individuals in our state jails. Could PADs potentially reduce recidivism and decrease the population of people with mental illness in our jail system by helping consumers obtain individualized services focused on their desired physical and mental health care outcomes?

In a psychiatric emergency, when consumers are delusional or psychotic, it may be impossible to engage in even the most basic conversations about patient care, symptoms, diagnosis, and treatment preferences. A PAD would help prevent the "guesswork" of the treating physician by providing a "blueprint" to the patient's exact needs, medication support, and even the ability to contact their chosen advocate.

Proposed Project:

The proposed Innovations Project seeks to:

1. Engage the community, consumers, peers, families, consumer advocacy groups, LE, and the judicial system.
 - a. Provide training and ongoing informational webinars and/or in-person discussions on:
 - i. What is a PAD?
 - ii. Why are PADs essential for consumer choice, self-determination, physical and mental health, and improved treatment outcomes?
 - b. Enable consumer participation through workgroups, focus groups, and surveys.
 - c. Ensure that consumers are the leading voice in creating the standardized PADs template in California.
 - d. Lead discussions on access and consent to treatment through PADs.
 - e. Engage consumers in discussion on legislation, policy, and advocacy on PADs.
 - f. Work with people from diverse ethnic and cultural backgrounds to ensure cultural competency.
2. Develop Community-wide standardized training for understanding, accessing, recognizing, and implementing PADs within the Mental Health Plan, crisis centers, hospitals, LE, homeless services, and transitional-aged youth (TAY) services.
 - a. Create a library or "tool-kit" of resources.
 - b. Create standardized videos and training material.
3. Create a standardized PAD template.
 - a. Submit to the NRC for inclusion in the California section of the website.
 - b. Create a step-by-step training guide/video for development and implementation of PADs.
4. Training of Trainers
 - a. Identify Peer trainers
 - b. Identify PAD Teams
 - c. Train PADs Teams
 - d. Train community providers
 - e. Train clinicians
 - f. Create a standard video module to be added to the technology platform for future use by additional counties.
5. Draft and advocate for legislation enabling PAD use, accessibility, adherence, and sustainability.

6. Create a statewide PADs Technology Platform.
 - a. Ensure medical and mental health parity.
 - b. Identify access points for LE, hospitals, and crisis teams.
 - c. Utilize consumers and consumer advocacy groups for PADs facilitation, access, and consent discussion.
 - d. House training videos and templates for ease of statewide use and accessibility.
 - e. Ensure Platform ease of use during a crisis encounter by LE, hospitals, and crisis response teams.
7. Evaluate the impact of PADs with process and impact data and outcomes.
 - a. Hold focus groups.
 - i. Was training effective?
 - ii. Understanding PADs
 - iii. Consumer use of PADs
 - b. Surveys
 - c. Evaluate county-specific priority pilot populations.
 - d. Evaluate impact on access to and quality of mental health services and supports
 - e. Evaluate impact on consumer quality of life.

Five counties (Fresno, Mariposa, Monterey, Orange, and Shasta), in collaboration with Concepts Forward Consulting, seek approval from the MHSOAC to use Innovation Funds to develop the infrastructure for sustainable PADs usage in the state of California. This project, led by the five counties and in partnership with Concepts Forward Consulting will seek to partner with stakeholders, advocacy groups, consumers, and peers with lived experience. Together, they will develop a standardized PAD template, training resources and a “toolkit” (all in multiple languages), PADs accessibility platform, and recommendations for statewide PAD legislation, policy, and procedures.

Counties will work with their stakeholders to identify priority populations to utilize PADs. These groups could range in number and may address an array of diverse county populations such as TAY, older adults, recently incarcerated, homeless, or hospitalized individuals.

The project's evaluation will focus on a review of the processes used to develop and implement PADs, to involve and engage consumers and stakeholders, and to ensure accessibility of PADs. The evaluator(s) will collect consumer-level data, as well as data on targeted outcomes for country priority populations. Lessons learned from the evaluation will lead to more robust and effective community conversations, training, and PADs roll-out and ensure quality and fidelity. Orange County will evaluate the process, usability, and accessibility of the PADs technology platform. Ultimately a PADs “tool-kit” will be created for standardization and ease of use throughout the state of California.

Continued Development of County collaboration:

This project is being designed for additional California counties to join at any time. Each county will provide an appendix to this project explicitly related to their county needs and priority populations. Concepts Forward Consulting will work with all interested counties to ensure a successful Innovation submittal.

Research on INN Component:

What is a PAD? A Psychiatric Advance Directive is a direct link to and tool to effectuate SDM. A PAD does not mandate ongoing clinical treatment. It is not a document to allow for or require ongoing

medication management or involuntary inpatient care. A PAD allows a person in a mental health crisis to retain their decision-making capacity by choosing supporters to help advocate for their choices. This supporter is a known and trusted individual to the person creating their PAD. The supporter agrees to uphold the decisions and directions to the best of their ability, and within the law's confines, in the event the individual is in crisis. PADs are a legal document; in California, they require two witness signatures, like a will or medical advanced planning document, allowing the person with mental illness to identify their preferences for treatment in advance of a crisis. PADs serve to protect a person's autonomy and ability to self-direct care.

PADs have been shown to improve outcomes, improve treatment satisfaction and even reduce recidivism in jail or hospitalization. PADs offer greater self-determination, less victimization, and more community integration. It is thought that just completing a PAD can increase trust with and within mental health care services. PADs ideally embody a recovery-oriented model by encouraging consumers to predetermine their treatments for times of future mental health crisis. Research has shown that consumers who have executed PADs express and endorse feelings of self-determination, autonomy, and empowerment and have less negative coercive treatment experiences. This is particularly important because a person's fear of coercive treatment interventions, such as hospitalization, reduces their willingness to interact with the mental health system and engage in treatment.

"In 2006, the Center for Medicare and Medicaid Services made it clear that PADs should be part of psychiatric care in their publication of final rules on seclusion and restraint. From the Federal Register: "(1) The patient has the right to participate in the development and implementation of his or her plan of care. (2) The patient or his or her representative (as allowed under State law) has the right to make informed decisions regarding their care. The patient's rights include being included in care planning and treatment and requesting or refusing treatment. This right must not be construed as a mechanism to demand the provision of treatment or services deemed medically unnecessary or inappropriate. (3) The patient has the right to formulate advance directives and to have hospital staff and practitioners who provide care in the hospital comply with these directives. (4) The patient has the right to have a family member or a representative of his or her choice and his or her physician notified promptly of his or her admission to the hospital." CMS also issued inpatient psychiatric facility quality reporting measures which included that the standard of care for the transition of a patient out of the hospital should include an advanced care plan. Hospitals, health facilities, and managed care organizations must provide information about PADs to patients and inquire if the person has a PAD. Though hospitals may note whether the person has an advance directive in their discharge plan, they have yet to reach the standard that CMS will require. They are not yet part of routine care, and there has not been much technical assistance to promote their use." (SAMHSA, n.d.)

In California, "Psychiatric advance directives are relatively new legal instruments that may be used to document a competent person's specific instructions or preferences regarding future mental health treatment. Psychiatric advance directives can be used to plan for the possibility that someone may lose the capacity to give or withhold informed consent to treatment during acute episodes of psychiatric illness." California does not currently have a statute explicitly requiring LE, hospitals, or others to honor a person's PAD. NRC houses PADs information nationwide. The California section on the website has a template addressing "Advance Directives" with little room to include information on psychiatric needs and SDM directions.

Since the 1990s, 27 states have enacted instructional PAD statutes, allowing specific legal mechanisms to declare in advance specific treatment preferences and instructions for future psychiatric interventions or hospitalizations. "Patient Self Determination Act of 1990 established patients' ability to develop advance directives for their treatment at the end of life. The law also applies more broadly to psychiatric types of treatment." (Congress.Gov, 2019). However, the expected widespread use of PADs never came to fruition. Substance Abuse and Mental Health Services Administration (SAMHSA), sites barriers such as functional impairment of the individual, social isolation, and difficulty engaging persons with mental illness while in crisis. Other barriers may be lack of awareness or understanding of the PADs instrument or "tool," focus on physical health verse whole-person health, skepticism that the PADs will not be honored in the time of a crisis, perception that PADs are cumbersome and time-consuming, and legal constraints that may or may not be realistic.

The Joint Commission reported low utilization of PADs might cause operational barriers such as lack of access to the document, lack of training, and insufficient clinician education about legal implications of PADs. A major hindrance is the lack of a single portal for the storage, access to, and retrieval of a PAD. Once a person fills out a PAD, it is their legal document. However, if a person is within the revolving door of incarceration, psychiatric hospitalization, or homelessness, how would a person keep a sizeable legal document safe yet accessible? Research indicates that organizations such as LE, hospitals, and other health care professionals often cannot access PADs during a mental health crisis. Improved use of and access to PADs could enhance communication between consumers and LE, hospitals, crisis teams, and others and help de-escalate crises, leading to improved treatment outcomes. For example, PADs saying that it is best to speak to the person in a low voice, use or do not use a particular medication, or call a specific support person, would be invaluable if accessible when needed. Unfortunately, there are no effective technological means to ensure PAD accessibility. While SAMSHA has developed an app allowing a person to create and store a PAD on their smartphone, only the user of the smartphone (who knows the password to it) may access the PAD. In a crisis situation, people may not wish to surrender their phone or may not remember their password. In addition, many people, particularly those who are homeless, do not have access to smartphones or have older generation phones that do not have the capacity to store and access PADs.

There are also barriers to completing a PAD. Some advocates say the document's length could hinder a person from completing a PAD. Consumer or clinical misunderstanding as to the value and use of PADs also may be a disincentive to completing a PAD, as can a consumer's fear of the unknown or mistrust of authority. Some may argue that only a peer, a person with lived experience, could genuinely help a person complete a PAD. Finally, some professionals resist PADs because they feel that consumers will seek to alter their previous treatment preferences during a crisis.

On the contrary, though thought to be in the perceived role of power, clinicians can also effectively facilitate PAD development. "The peer's role emphasizing empowerment and recovery may be a natural fit with PADs facilitation because peers may be particularly able to help consumers achieve recovery outcomes, serve as role models in recovery, and foster a person-centered process in successful PAD completion. On the other hand, clinicians' training may make it easier to formulate treatment preferences into clinically feasible and effective PADs." (Easter MM, 2017). SAMHSA also suggests "the mental health and emergency response workforce may benefit from training on the utility and practical application of PADs, along with the principles of shared decision-making, supported decision-making and decision support aids. (Improving care with psychiatric advance directives, 2020)

Either way, training is the key. Whether a peer, clinician, legal aide, veteran, or other supporter, whoever assists in creating PADs, must have standardized training in doing so. Often people may be

hesitant to revisit a past mental health crisis even to address how they wish a future crisis to be handled. They may not understand SDM and how to choose supporters. However, conversations handled skillfully will assist in empowering a person and support their path to recovery and appropriate treatment.

This project is designed to learn from the success and challenges other counties, states, and even countries have encountered as they have tried to implement PADs. Many countries have a varying degree of SDM and PADs interventions. These include: France (seven hospitals in three French cities, Lyon, Marseille, and Paris), India (Indian Mental Healthcare Act), England (Mental Health Act), Canada (Patient Self-Determination Act) and Taiwan (Patient Self-Determination Act). Each of these countries faces the challenges of facilitating PADs, engaging persons with mental illness in creating and implementing PADs and ensuring accessibility of the PADs when needed.

Within the United States, Texas, Georgia, West Virginia, Washington, New York, Virginia, and most recently, Colorado have entered the arena of PADs. Virginia appears to be the first state to commit to statewide implementation of PADs, beginning in 2007 and revised in 2009-2010. "After the revisions, the Commission recognized that despite the natural fit between psychiatric advance directives and Virginia's shift toward recovery-oriented services, implementation would require additional work. Although many stakeholders view PADs as promising tools for responding to crises, it is generally recognized that their promise has not yet been fully realized because of low rates of execution and variable rates of access and use by clinicians. With this in mind, the Commission convened the stakeholder leadership to translate these important legal innovations into service innovations by embedding the execution of psychiatric advance directives into routine mental health care." (Heather Zelle, 2015)

Colorado most recently enacted a law pertaining to behavioral health-related advance directives. Colorado House Bill 19-1044 created a new "behavioral health order form" so that an adult may communicate his or her behavioral health history, decisions, and preferences (also referred to as a psychiatric advance directive) in the event he or she lacks the decisional capacity to provide consent to, withdrawal from, or refusal of his or her behavioral health treatment or medication in the future." (Colorado's New Psychiatric Advance Directive process goes into effect August 2, 2019, 2019)

Texas, led by attorney Laurie Hallmark of the Texas Rio Grande Legal Aid, which serves sixty-eight counties from Austin to El Paso and the entire border region, has been implementing PADs successfully with legal aid staff and law students. Texas's challenges are implementing PADs in a statewide effort and ensuring access to the PAD during immediate crisis by LE, hospitals, and crisis teams. PADs documents are giving to the consumer and their assigned support persons. Texas law states signatures can be witnessed or acknowledged by a notary, and digital or electronic signatures are allowed when specific requirements are met.

The potential of PADs is clear, yet they remain underutilized with little movement worldwide towards technology use and training of consumers and other stakeholders to fully implement and recognize PADs. This multi-county PADs Innovation Project will learn from other counties, states, and countries as we move into proper integration with medical health to whole-person health within California, PADs are a vital part of this transition; they are the tool for ideal communication between an individual and their treatment provider. California stands to be the first state to have a standardized template, training "tool-kit," and a PADs technology platform for consumer-identified access in the event of a mental health crisis. In California and beyond, PADs offer full autonomy of physical and mental health, where decisions will be honored, represented, and accessible.

Evaluation and Learning Plan:

RAND Corporation, a chosen contractor identified two primary aims: 1) to successfully implement PADs in participating counties, and 2) PADs to positively affect consumer outcomes. Below, we describe how we will evaluate whether these aims were met. Note that certain specific details of the evaluation are subject to change, depending on precisely how the PADs program is implemented (e.g., we refer to "Peers" below, but it is possible that other kinds of staff may be involved in PADs).

Aim 1: Successfully implement PADs in participating counties. Design a PADs template, adopt it in participating counties, and train Peers and other staff in working with consumers to complete PADs. To assess this Aim, the evaluation will examine the PADs Innovation Project's implementation, with attention to Peers' training and delivery experiences and county-level execution of the project. Specifically, the evaluation will:

- 1.1. Evaluate Peers' training-related outcomes.** Using a survey for Peers in each county, we will assess Peers' knowledge, attitudes, and perceptions regarding PADs and training satisfaction and acceptability. The findings from our quantitative data analysis can inform future adaptations of the training as well as potential continuing education opportunities.
- 1.2. Assess gaps and areas for improvement in Peers' training and delivery of the PADs program.** We will elucidate Peers' experiences supporting consumers and surrogates throughout the PADs implementation process through focus group discussions with Peers from each county. Qualitative analysis of these data will identify potential gaps and successes regarding the training curriculum's relevance to Peers' "real-world" experiences with delivering the PADs program with consumers.
- 1.3. Document the process of the PADs program implementation within and across counties.** Using focus group discussions with county implementors, we will assess PAD program implementation, barriers, and facilitators, stakeholder engagement, and lessons learned. We will collect data at earlier and later stages of PADs implementation. Qualitative analysis of focus group data will allow us to understand counties' experiences with PADs implementation and ways they have adapted PADs programs to their respective priority populations and specific county context.
- 1.4. Quantify PADs completion across counties.** We will track PADs completion using data reported by each county at regular intervals. We will standardize the reporting structure and metrics to track (e.g., PADs completed, PADs option refused, number of participating sites, key demographics) across counties to support data reporting. Quantitative data analyses will enable us to examine PADs completion rates among target populations in each county.

Aim 2: Positively affect consumer outcomes using PADs. We aim for the PADs project to increase consumer satisfaction, autonomy, and engagement in treatment. Ultimately, we strive for PADs to increase the frequency with which consumers' treatment preferences are considered.

The evaluation will identify and measure consumer-level and county-level outcomes of the PADs innovation project to assess this aim. Specifically, the evaluation will:

2.1. Assess consumers' experiences with PADs. Through focus group discussions with consumers from each county, we will solicit qualitative information on consumers' experiences with PADs completion, whether and how PADs affect client satisfaction, empowerment, autonomy, engagement in treatment, and concordance between documented preferences and treatment received. If feasible, we will also conduct focus groups with consumers who refused PAD participation to understand the motivations for their refusal, their experiences with the PAD opportunity, and their perceptions of PADs. Qualitative data analysis will be used to identify key themes.

2.2. Assess and quantify consumers' experiences with PADs. Informed by findings from 2.1 and the broader innovation project's goals, we will utilize a survey to assess consumers' experiences with PADs and PADs-associated impacts on patient-centeredness and treatment. We anticipate that prior evaluation activities will inform the design of this survey (e.g., implementation focus groups; consumer focus groups). Quantitative data analyses will allow us to understand a wide range of consumer experiences with PADs in a more systematic manner that complements the in-depth qualitative analyses in 2.1.

Contracting:

All contractors will work in unison for the overall benefit of participating counties, with the goal of statewide systemic change. If at any time a contractor fails to complete their duties or are unable to fulfill their four-year contract, the contractor may be replaced with notification to the MHSOAC. There must be a two-thirds or majority vote of the participating counties to request the removal of a contractor. Any significant change to the scope of work, contractors, or budget must be approved by the MHSOAC.

This project will utilize the following contractors (Appendix A)

Kiran Sahota, MA, President, Concepts Forward Consulting. Concepts Forward Consulting will be the assigned Lead Project Manager. Ms. Sahota brings over 25 years of experience within the behavioral health field; working with youth, families, TAY, older adults, law enforcement, and in the foster care setting. She most recently worked for six years as the MHSA Senior Behavioral Health Manager within a California county Mental Health Plan. Her work over the years with the MHSOAC Innovations Subcommittee and the more recent multi-county Full-Service Partnership, as county lead, position her as the ideal project manager for this robust endeavor. Ms. Sahota previously oversaw the County of Ventura law enforcement Crisis Intervention Team and will bring her expertise with CIT programs, training, and jail recidivism. As Lead Project Manager Ms. Sahota will be responsible for actions including, but not limited to, the following:

- Leading county and contractor activities through the Innovations PADs project from start to completion.
- Working closely with the MHSOAC staff, to ensure all requirements are met.
- Oversight of all project deals, requesting county input as needed.
- Overseeing financial oversight of sub-contractors.
- Approving all invoices and scope of work materials.
- Managing county relationships and expectations of contractors.
- Coordinating with all contractors to ensure proper flow of project and inclusion of all counties and stakeholders.

- Identifying achievable goals.
- Providing and managing project timeline with flexibility as allowed.
- Coordinating with counties on financial matters, contractors, and data oversight to ensure funding is spent following Innovation guidelines.
- Ensuring all deadlines are met.
- Assisting in the coordination of all statewide and county-specific stakeholder meetings.
- Creating required written reports for both the MHSOAC and country-specific needs.
- Working with stakeholders and outside agencies to draft and advocate for the passage of legislation to empower creation, implementation, recognition, and sustainability of PADs statewide.

Additional contractors

Laurie Hallmark, Attorney and Special Project Director, with Texas Rio Grande Legal Aid. Ms. Hallmark is the resident expert on PADs in Texas and PADs advisor to the MHSOAC and Fresno County. Ms. Hallmark will bring her expertise to work with consumers, stakeholders, and counties to create a statewide PADs initiative. Ms. Hallmark will provide information on PADs for peers, consumers, and various country-specific priority populations. She will provide technical assistance for individual counties in their efforts and expertise to the multi-county project as a whole. Ms. Hallmark will bring her experience in consumer advocacy to work with peers and consumers in formulating a standardized training and PADs template to be used throughout California. Also, Ms. Hallmark will bring her legal expertise when speaking to stakeholder groups such as families, judicial, and law enforcement when providing coordination across the system of care. Ms. Hallmark will enlist a group of trainers to provide the Train the Trainer model of PADs creation, allowing counties to become training experts who may then, in turn, train other counties or interested consumer organizations. PADs offer many challenges that Ms. Hallmark has encountered in the State of Texas; her expertise in problem-solving these challenges will assist California in preventing or moving seamlessly through some of the same challenges.

Idea Engineering (IE) is a full-service marketing agency specializing in communications that create community. They have worked with several county mental health systems as well as multiple MHSA funded campaigns. Idea Engineering's work is seen in suicide prevention efforts, Prevention and Early intervention projects, and drug and alcohol prevention marketing videos and print campaigns. IE will provide expert consultation with stakeholders and integrate consumers' input to create a user-friendly PADs form template, informational videos in nine languages, and print material in seven languages (two languages do not have a written language). IE will create a standardized training video and PADs "tool-kit" for any county or county contracted provider to use in the future. The "tool-kit" will be housed in the technology platform. IE will create a video documentary that will demonstrate the project's progress, illustrate lessons learned, and create a statewide platform to educate stakeholders about PADs.

The RAND Corporation is a nonprofit institution that helps improve policy and decision-making through research and analysis. For seven decades, The RAND Corporation has used rigorous, fact-based research and analysis to help individuals, families, and communities throughout the world be safer and more secure, healthier, and more prosperous. Their research spans the most critical issues, such as energy, education, health care, justice, the environment, international affairs, and national security. As a

nonpartisan organization, The RAND Corporation a widely respected for operating independently of political and commercial pressures. Quality and objectivity are two of their core values. The RAND Corporation will bring their highly respected expertise with data outcomes and evaluations. They will provide this analysis by first holding several focus groups, targeted consumer and stakeholder conversations, and survey questionnaires. With the assistance of The RAND Corporation outcomes and evaluation, PADs will be able to pivot and change as needed to become standard practice in California.

Peer organization (to be determined). As peer involvement and voice is a key factor for success of PADs in California, a peer organization will be identified by participating counties and contracted for input in all stakeholder meetings, creation of the PADs technology platform, trainings, and the PADs template. Mariposa County will be funding this portion of the statewide effort to benefit the multi-county collaborative.

Professional advisement (to be determined). The project will engage an organization that is expert in the field of evaluation, disability rights, technology, and legislative efforts to assist in the development and implementation of this project. It is anticipated that the Burton Blatt Institute at Syracuse University, led by Professor Peter Blanck, PhD., J.D. will lead this effort.

Technology Platform Company (to be determined), “in the moment” access to PADs is a primary desired outcome of this project. As previously stated in the research, the most significant barrier to PADs success is the lack of a technological platform to ensure accessibility of PADs when needed most. It is unrealistic to ask an individual to pull out their PADs paper or open an app on their smartphone in the moment of crisis. Ultimately a PADs Platform will give LE, hospitals, and crisis response services in the moment access to the person's PAD. The Platform will be built with consumer voice and direction. In other words, each step of the way – from concept to design to content to means of access and implementation of the PADs - will be primarily envisioned and directed by peers and consumer stakeholders.

The PADs technology platform will be secure, private, and completely voluntary. With consent of the consumer, the PAD form can be downloaded to a hospital or crisis team or given to a support person. Through our community engagement process, we will identify access points where it will be critical for LE and hospitals to have access to and comply with PADs. Levels of consent and removal of consent will also be determined during the community engagement process.

As the state moves towards interoperability or the sharing of information between medical and mental health, individuals may opt to have their PADs given to whomever they choose. Stored in a cloud-based HIPAA compliant system, PADs will be able to travel with individuals as they move about their lives. Picture a time when, with advanced technology, LE dispatchers can search for a PAD and use it to inform an officer about an individual's immediate mental health needs and requests, aiding in de-escalation and avoiding involuntary hospitalization and incarceration. The individual's own voice will be the key tool to de-escalate a crisis.

Orange County, who is working on a Health Navigation Platform, identified Chorus Innovations to support the PADs platform build. Their sole source justification is in the Orange County Appendix of this project write-up. Chorus's work can be seen in the current State of California funded <https://www.calhope.org/> a COVID-19 web-based resource page. Since Orange County is further along in the desire for technology, they have opted to generously fund the staffing costs for Chorus Innovations, or another Platform if agreed upon, to build a statewide PADs technology Platform. All

PADs project participating counties would have the ability to use their technology stakeholder funding to engage in this Platform's development.

Orange County recently made a side-by-side comparison of PAD's technology and currently available local resource technology. As noted, only SAMHSA has a smartphone or web-based application for PADs, yet they are not accessible "in-the-moment" by anyone but the individual, and they are only accessed via the application. Orange County's funding will create a custom PADs Platform for the State of California, with sharing capabilities nationwide.

Understanding and implementing technology can be challenging to comprehend and slow to adopt. Before COVID-19, there were counties that did not utilize Telepsychiatry or saw it as "less than treatment;" however those same counties now embrace Telepsychiatry as truly transformational for mental health access within their counties. The same holds true for the PADs Technology Platform. Over the first six months of the project, all counties will be included in conversations with Chorus innovations and other technology experts, and encouraged to seek out their own information on technology. Technology, in this setting, requires more than just local access. It must include statewide access and interoperability with partnering Platforms such as LE CLETS, Cerner, EPIC, and behavioral health EHR's, as well as being a standalone resource for PADs information, training videos, PADs template, housing of the actual completed PAD form and instant accessibility.

PADs Vision, Goals & Resources

Features & Functionality	oscER (NAMI San Diego; mobile app)	Mental Health Crisis Plan (SAMHSA; mobile app)	PADs Portal (proposed mobile app)
Ability to create, update and store an individualized PAD		✓	✓
Ability to upload existing PAD		✓	✓
Ability for person to share PAD with providers (e.g., PDF, QR code)	✓	✓	✓
Direct access to call crisis resources within the app	✓	✓	✓
Direct access to call a broad range of behavioral health and community support services	✓	✓	✓
Access to in-app training and educational information			✓
Interoperability for exchange of health information allowing providers to directly access PADs (i.e., hospitals, CLETS)			✓
Direct access to online or digital support systems (i.e., CalHope, OC Navigator)			✓
Interactive platform, using Artificial Intelligence			✓
Ability to create an enhanced personal profile for multi-purpose use (i.e., OC Navigator)			✓
Community involvement in development (i.e., design, user interface, features and functionality)			✓
		\$14.2M; 5yrs	\$8M; 4yrs

Community Program Planning Process (CPPP) and Stakeholder involvement:

Community and stakeholder involvement is of the utmost importance to the success of the PADs project. It is well known that the lack of ongoing success of PADs nationwide is the lack of understanding, lack of community and consumer "buy-in," and lack of a standardized process. Before the Innovations Project's start date of July 1, 2021, there will be a series of MHSA Community Program Planning Process stakeholder meetings (Appendix B). Due to the restriction of COVID, these meetings will take place on Zoom. The sessions will be held in English with Spanish interpretation. The idea is to introduce PADs to the public and MHSA county stakeholders. The target groups will be law

enforcement, Behavioral Health Advisory Boards and Commissions, Board of Supervisors, local NAMI chapters, MHSA stakeholders, CAMHPRA, CAMHPRO, REMCO, CPEHN, Disability Rights, and local consumer advocacy groups, consumers, and peers. Additional sessions to address the needs of each county will be scheduled as needed.

Upon the start of the project, the first year is built for ongoing workgroups and community involvement. The creation of the video training, training the Peers to implement PADs, training on PADs teams, legislation advocacy, and creating the PADs template. Each step of the project will not take place without participation from consumers and peers. In addition, we aim to include nine threshold languages across the four participating counties. It is imperative to have the voice of ethnic and culturally diverse communities every step of this project. We will reach out to engage diverse communities during the proposed project to ensure representation in our workgroups, including underserved minorities in terms of race, ethnicity, sex, gender identity, sexual orientation, disability status, and immigration/documentation status. The diverse communities will offer the best solutions to reach their communities as we focus on learning about PADs outreach. Doing so will lay the foundation for a standardized tool kit fundamental in moving PADs forward in California.

An ongoing workgroup will also be established for the technology platform build. It will be essential to have legal counsel, consumers, hospital Emergency Department, Disability Rights, consumer groups, supporters, and counties discuss the PADs platform and accessibility needs. How access will be achieved, how and what data can be aggregated, what information is relevant to which agency, and how the consumer will opt-in or out—all with the CMS-ONC interoperability mandate in mind.

Each step of the project will include a "check-in" with our workgroups, focus groups, and stakeholder participants. For PADs to have a successful roll-out, the ability to change or pivot based on feedback will be necessary. These steps of community collaboration, cultural competency, client and family-driven, supported decision-making, wellness, and recovery, and whole-person health integration directly speak to all of the MHSA general standards. Organizations are welcome to offer letters of support for the PADs project. (Appendix C)

Sustainability and continuity of care:

A substantial strength of the PADs project is its built-in sustainability and ease of replicability by additional counties. By the completion of the project, the PADs Platform will house a library of standardized videos and print material templates in multiple languages, the state-approved PADs template, a training video for PAD teams, and the train the trainer protocol for interviewing persons with mental illness in completing PADs. As counties successfully work with priority populations and community stakeholders, the ability to move to different populations and community groups such as veterans, AB-12 non-minor dependent foster youth, older adults, homeless, and the recently incarcerated will flow effortlessly.

PADs, in their true nature, assist those persons with mental illness that may not typically seek mental health help. Thus, they strengthen the continuity of care for these individuals by building trust in services or service providers, providing supportive housing, and bridging the relationship with hospitals and LE. As a result, PADs give consumers autonomy and the self-assurance of knowing their mental health directive will be followed.

A second Innovation Project would ideally commence after year four of this project. At that time, all counties involved (and perhaps the entire state mental health system) may continue to test PADs in the virtual arena and the PADs Platform will be able to accept PADs from around the state. The second project will evaluate the way LE, hospitals, and other community organizations provide training

on, access, and comply with PADs. In other words, the current project will empower people to create and implement PADs, the second will evaluate how LE and other stakeholder respond to PADs.

The last key component of substantiality is that of legislation. This Innovation Project intends to partner with influential individuals and organizations including statewide NAMI, consumer, peer, and Disability Rights advocacy groups to bring forth a funded, enforceable PADs statute in the State of California. Further, this project will include a standardized PADs template, similar to the template attached, yet created with the voice and leadership of consumers, peers and stakeholders (Appendix D), a standard training "tool kit," a cloud-based PADs Platform with revokable consumer consent, and digital witnessing. Through this legislation and its inevitable influence, California's mental health consumer rights, autonomy, and recovery will be at the forefront of PADs Innovation anywhere in the world.

Communication and dissemination plan

The counties and contractors will communicate the results of this project in a variety of ways:

1. Results of the RAND evaluation will be communicated with stakeholders and counties via presentations at the California Behavioral Health Directors Association MHSA Committee meeting, annually or more frequently as requested. The results will also be made available to the MHSOAC for website publication or annual updates to the MHSOAC Commission upon request.
2. Each county will report to its stakeholder groups and Behavioral Health Advisory Board/Commission annually or more frequently as requested. The topics of the report-out will be based on the findings and evaluations for county-specific populations.
3. Results of the evaluation will also be published in peer-reviewed academic journals or presented at conferences to share our findings with the larger community.
4. Annual reports will be shared with the MHSOAC and other county or state groups.
5. Products from this project (e.g., webinars, written products, presentations) will be available within the PADs technology platform.

Keywords for Search: Psychiatric Advance Directives, PADs, Supportive Decision-Making, self-determination, autonomy.

Timeline

A complete implementation timeline of the different contracted aspects for this Innovation Project is located

in Table 1. It is estimated this project will start promptly July 1, 2021 and conclude on June 30, 2025 (a four-year project). Implementation activities over the five years will include, but are not limited to:

Year 1: Finalizing all contractor and county contracts. All contractors will participate in monthly statewide coordinating meetings. These meetings will utilize consumer's voice, consumer advocacy groups and MHSA stakeholder groups to identify PADs template priority questions and finalize a standardized PADs template; initiate consumer and MHSA stakeholder groups to assist in the creation of standardized informational videos, to include nine languages some of which will have voice-overs as they do not have a written language (Arabic, English, Farsi, Hmong, Korean, Mandarin, Mixteco, Spanish and Vietnamese) and create the statewide PADs project identity and guideline. PADs expert trainer Laurie Hallmark will provide ongoing community engagement and outreach to offer a fundamental understanding of PADs and SDM. This expert trainer will assist the county level with outreach to identify priority pilot populations, identify PADs teams, and one-on-one county support with LE, legal aid, public

defender's office, judges, and family/consumer groups. The start of conversations with Chorus, technology experts or county self-investigation of PADs technology platforms. Begin stakeholder engagement for the desired PADs platform outcome, look, operability, backend, interface, and front-end build. Through participation in stakeholder meetings from the beginning, the RAND Corporation project evaluator will begin to identify focus groups and survey questions and work with individual counties' needs to evaluate chosen priority populations. Legislation conversations will start with consumer advocacy groups, CBHDA, and all potential groups interested in moving PADs as SDM statute forward in the state of California.

Year 2: All contractors and counties will continue to participate in statewide monthly to quarterly meetings, as necessary. Pads trainer Laurie Hallmark will work with a team identified by her to provide a Train the Trainer model to create PADs, train PADs Teams, and work in a micro-county setting with all identified priority pilot groups requested by counties. PADs template integration into the cloud-based Platform. Creation of document flow and document housing will be decided with consumer input as an interim to the future cloud-base upload. Finalizing legislation language to pass a bill requiring PADs to be fully integrated into whole-person health, honoring a person with mental illnesses desire for self-determination, and require law enforcement and hospitals to identify if an individual has a PAD and to utilize digital signatures as a legal acknowledgment of PADs. The PADs "tool-kit" includes standardized training material, informational videos, the statewide PADs template, and social media webpage information to be created for upload to the PADs technology platform. A statewide evaluation of the PADs process will begin to occur with stakeholder, consumer, peer, and trainer focus groups and survey questions. Additional counties are welcome to join the Multi-county Innovations PADs Project at any time throughout the year. All project update reports and presentations will be supplied throughout year two.

Year 3: All contractors and counties will continue to participate in statewide monthly to quarterly meetings, as necessary—full implementation of PADs with priority pilot groups. Counties may opt to pivot or expand roll-out as necessary within their counties and with stakeholder input. PADs technology beta testing to begin. Engage consumers and consumer advocacy groups and law enforcement, crisis teams, and hospitals to discuss PADs information, consumer consent, and access. PADs expert and trainer Laurie Hallmark will continue to provide micro assistance to counties for the continued smooth transition of PADs implementation to priority pilot populations. Integrate the PADs template as the official State of California PADs template to be added to the NRC-PADs website. Create QR Code and webpage portal. Technical assistance for counties that opt to utilize social media marketing of PADs within their county. Data Evaluation through The RAND Corporation to begin quantitative analysis. Additional counties welcome to join the Multi-county Innovations PADs Project at any time throughout the year.

Year 4: Full implementation of PADs with priority pilot groups will continue. Counties may opt to pivot or expand roll-out as necessary within their counties and with stakeholder input. PADs forms are self-sustaining at this juncture; counties can continue to grow population outreach and community-based organization roll-out—final data analysis report and Innovation report to be completed. Additional counties welcome to join phase two the Multi-county Innovations PADs Project. The PADs technology platform is fully operational and ready for full state access.

Phase Two Innovations PADs Data Interoperability and Integration. If counties so desire, the entire data upload and housing of documents can begin in California, making it the only state in the nation to have a fully integrated and accessible PAD. This expanded project will enlist LE, hospital, primary care, and crisis teams to access PADs, QR Code, and web portal and encourage the completion of PADs for use to de-escalate a crisis situation or to identify the person with mental illness' self-determined legal requests during a crisis. This project would seek to integrate PADs fully into the State of California mental and physical health systems.

Table 1

Year One	Year Two
Concepts Forward Consulting	Concepts Forward Consulting
Organize all counties efforts	Organize all counties efforts
Identify Scope of Work tasks for all contractors to complete within year one.	Identify Scope of Work tasks for all contractors to complete within year two.
Interface with counties and contractors	Interface with counties and contractors
Conduct and participate in all Stakeholder meetings	Conduct and participate in all Stakeholder meetings
Mitigate challenges	Mitigate challenges
Create Scope of Work, Performance Agreements and financial oversight as needed	Enforce all scope of work and performance agreements.
Assist counties with decision making	Assist counties with decision making
Report out to counties, state, and stakeholders as needed	Report out to counties, state, and stakeholders as needed
Laurie Hallmark	Laurie Hallmark
Lead the discussion to create a PADs template	Lead Teams in the training of PAD Teams
Participate in discussion for "Informational Training Videos."	Lead Train the Trainer for Peers/PADs implementation
Assist in identifying PADs Teams	Continue county-specific informational sessions
Present Statewide informational sessions	Micro train county-specific providers to provide PADs (Peers, clinicians, contractors)
Present county-specific informational sessions	Participate in statewide meetings
Assist in legislation advocacy	Assist in legislation advocacy
Training on how to obtain PADs clients	Technical Support 1:1 with counties
Participate in training material creation (Train the Trainer)	Assist with Data integration discussion
Participate in statewide meetings	Idea Engineering
Assist with standardized training material	Finalize Communications Package
Participate in Data integration discussion	Create PADs Identification Materials for Consumers
Idea Engineering	Provide County specific Technical Support
PADs Identity & Guidelines	Participate in statewide meetings
Create Introductory Videos	RAND

Create Training Videos	Focus groups county implementors
Create Form Design	Focus groups train the trainer/Peers
Participate in statewide meetings	Participate in stakeholder meetings
RAND	Participate in statewide meetings
Participate in stakeholder meetings	interim report
Participate in statewide meetings	TA Technical Support
TA with counties 1:1 for evaluation priorities	Technology Platform
Technology Platform	Begin to build the Platform
Engage in technology conversations and planning	Identify PADs template and video upload needs
Lead robust Stakeholder meetings	
Identify interoperability, access needs.	
Identify what the backend, front end, and user interface will be.	
All counties can seek additional Platform information.	

Year Three	Year Four
Concepts Forward Consulting	Concepts Forward Consulting
Organize all counties efforts	Organize all counties efforts
Identify Scope of Work tasks for all contractors to complete within year three.	Identify Scope of Work tasks for all contractors to complete within year four.
Interface with counties and contractors	Interface with counties and contractors
Conduct and participate in all Stakeholder meetings	Conduct and participate in all Stakeholder meetings
Mitigate challenges	Mitigate challenges
Assist counties with decision making	Assist counties with decision making
Report out to counties, state, and stakeholders as needed	Report out to counties, state, and stakeholders as needed
Lead legislative efforts, working with interested agencies and community groups	Follow legislative efforts
Laurie Hallmark	Write Phase Two Innovations PADs Statewide Cloud-based Data project.
Technical Support 1:1 with counties	Laurie Hallmark
Assist in legislation advocacy	Technical Support 1:1 with counties
Participate in statewide meetings	Participate in statewide meetings
Idea Engineering	Participate in the final report and statewide presentations
Provide County specific Technical Support	Idea Engineering
RAND	Provide County specific Technical Support
Focus group consumers	Create Project Documentary Video
Survey to assess consumer experience	Participate in the final report and statewide presentations
Aggregate data	RAND
Conduct analysis	Aggregate Final data
TA Technical Support	Conduct Final analysis
Participate in statewide meetings	Provide Final evaluation report
Technology Platform	Participate in the final report and statewide presentations

[illegible]

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Appendix

- A. Budget
 - a. Total Project Budget
 - b. Contractors
 - c. Counties
 - i. Fresno
 - ii. Mariposa
 - iii. Monterey
 - iv. Orange
 - v. Shasta
- B. Letters of Support
- C. Presentation Flyers
- D. Psychiatric Advance Directive sample template

Appendix A: Budgets and Contractors

Total Budget: Multi-county PADs Innovations Project*

BUDGET BY FISCAL YEAR AND SPECIFIC BUDGET CATEGORY*							
EXPENDITURES							
	PERSONNEL COSTS (salaries, wages, benefits)	FY 21/22	FY 22/23	FY 23/24	FY 24/25		TOTAL
1.	Salaries	\$388,809.00	\$395,044.00	\$401,521.00	\$408,251.00		\$1,593,626.00
2.	Direct Costs	\$81,553.00	\$83,389.50	\$85,287.00	\$87,247.00		\$337,475.00
3.	Indirect Costs	\$95,546.00	\$96,595.00	\$97,688.00	\$98,827.00		\$388,656.00
4.	Total Personnel Costs	\$565,908.00	\$575,028.00	\$584,496.00	\$594,325.00		\$2,379,758.00
	OPERATING COSTS*						
5.	Direct Costs	\$65,266.00	\$65,266.00	\$65,266.00	\$65,266.00		\$261,063.00
6.	Indirect Costs	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00		\$12,000.00
7.	Total Operating Costs	\$68,266.00	\$68,266.00	\$68,266.00	\$68,266.00		\$273,064.00
	NON-RECURRING COSTS (equipment, technology)						
8.		\$20,000.00					\$20,000.00
9.							
10.	Total non-recurring costs	\$20,000.00					\$20,000.00
	CONSULTANT COSTS / CONTRACTS (clinical, training, facilitator, evaluation)						
11.	Direct Costs	\$3,562,396.00	\$3,509,325.00	\$3,444,741.00	\$3,228,166.00		\$13,744,629.00
12.	Indirect Costs	\$11,517.00	\$38,574.00	\$28,885.00	\$28,083.00		\$107,059.00
13.	Total Consultant Costs	\$3,474,401.00	\$3,551,960.00	\$3,514,348.00	\$3,310,980.00		\$13,851,689.00
	OTHER EXPENDITURES (please explain in budget narrative)						
14.		\$7,660.00	\$7,660.00	\$7,660.00	\$7,660.00		\$30,640.00

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15.							
16.	Total Other Expenditures	\$7,660.00	\$7,660.00	\$7,660.00	\$7,660.00		\$30,640.00
	BUDGET TOTALS						
	Personnel (total of line 1)	\$388,809.00	\$395,044.00	\$401,521.00	\$408,251.00		\$1,593,626.00
	Direct Costs (add lines 2, 5, and 11 from above)	\$3,709,215.00	\$3,657,980.50	\$3,595,294.00	\$3,380,679.00		\$14,343,167.00
	Indirect Costs (add lines 3, 6, and 12 from above)	\$110,063.00	\$138,169.00	\$129,573.00	\$129,910.00		\$507,715.00
	Non-recurring costs (total of line 10)	\$20,000.00					\$20,000.00
	Other Expenditures (total of line 16)	\$7,660.00	\$7,660.00	\$7,660.00	\$7,660.00		\$30,640.00
	TOTAL INNOVATION BUDGET	\$4,235,747.00	\$4,198,853.50	\$4,134,048.00	\$3,926,500.00		\$16,495,148.00
BUDGET CONTEXT – EXPENDITURES BY FUNDING SOURCE AND FISCAL YEAR (FY)							
ADMINISTRATION:							
A.	Estimated total mental health expenditures <u>for administration</u> for the entire duration of this INN Project by FY & the following funding sources:	FY 21/22	FY 22/23	FY 23/24	FY 24/25		TOTAL
1.	Innovative MHSA Funds	\$3,268,017.00	\$3,248,555.00	\$3,247,241.00	\$3,251,906.00		\$13,015,717.00
2.	Federal Financial Participation						
3.	1991 Realignment						
4.	Behavioral Health Subaccount						
5.	Other funding						
6.	Total Proposed Administration	\$3,268,017.00	\$3,248,555.00	\$3,247,241.00	\$3,251,906.00		\$13,015,717.00
EVALUATION:							
B.	Estimated total mental health expenditures <u>for EVALUATION</u> for the entire duration of this INN	FY 21/22	FY 22/23	FY 23/24	FY 24/25		TOTAL

	Project by FY & the following funding sources:						
1.	Innovative MHSA Funds	\$593,058.98	\$597,914.16	\$599,498.95	\$598,319.62		\$2,388,791.71
2.	Federal Financial Participation						
3.	1991 Realignment						
4.	Behavioral Health Subaccount						
5.	Other funding						
6.	Total Proposed Evaluation	\$593,058.98	\$597,914.16	\$599,498.95	\$598,319.62		\$2,388,791.71

TOTALS:

C.	Estimated TOTAL mental health expenditures (this sum to total funding requested) for the entire duration of this INN Project by FY & the following funding sources:	FY 21/22	FY 22/23	FY 23/24	FY 24/25		TOTAL
1.	Innovative MHSA Funds*	\$4,131,506.00	\$4,195,074.00	\$4,192,914.00	\$3,995,698.00		\$16,515,190.00
2.	Federal Financial Participation						\$
3.	1991 Realignment						\$
4.	Behavioral Health Subaccount						\$
5.	Other funding**						\$
6.	Total Proposed Expenditures	\$4,131,506.00	\$4,195,074.00	\$4,192,914.00	\$3,995,698.00		\$16,515,190.00

* INN MHSA funds reflected in total of line C1 should equal the INN amount County is requesting.

** If "other funding" is included, please explain within budget narrative.

*discrepancy is due to rounding differences per county.

Contractor Budgets:

Concepts Forward Consulting Budget Narrative

Personnel

The total personnel cost for the multi-county shared portion for case management and full project oversight is \$711,406 over the four fiscal years. This includes all direct services and a three percent annual salary cost-of-living increase.

Year 1: 1248 hours annually, Year 2 and 3: 1040 hours annually, Year 4: 936 annually.

Supplies

The total cost for supplies will be \$16,000. To include but not limited to project supplies, one handheld tablet device, computer supplies, printing, software, mobile hotspot subscription, web subscriptions and miscellaneous office supplies.

Travel

Travel costs will total \$8,000 for the four-year project. Travel to resume in year 2.

Subcontracts

If Concept Forward Consulting is utilized as financial oversight, a payroll company, business attorney and accountant will be subcontracted. Payment will come out of the 9% allocated Administration fees.

Indirect Costs

If Concepts Forward Consulting is utilized as financial oversight a 9% Administration fee will be charged in the amount of \$283,638 for the four years of the project.

Total Cost

\$735,406 (non-financial oversight)

\$1,019,044 (9% with fiscal administration)

Concepts Forward Consulting BUDGET BY FISCAL YEAR AND SPECIFIC BUDGET CATEGORY*							
EXPENDITURES							
	PERSONNEL COSTS (salaries, wages, benefits)	FY 21/22	FY 22/23	FY 23/24	FY 24/25		TOTAL
1.	Salaries						
2.	Direct Costs						
3.	Indirect Costs						
4.	Total Personnel Costs						\$
	OPERATING COSTS*						
5.	Direct Costs	\$199,680	\$171,392	\$176,534	\$163,800		\$711,406
6.	Indirect Costs- travel, office supplies	\$3,000	\$6,000	\$6,000	\$6,000		\$21,000
7.	Total Operating Costs						\$ 732,406
	NON-RECURRING COSTS (equipment, technology)						
8.	One-hand held tablet	\$3,000					
9.							
10.	Total non-recurring costs						\$ 3,000
	CONSULTANT COSTS / CONTRACTS (clinical, training, facilitator, evaluation)						
11.	Direct Costs						
12.	Indirect Costs						
13.	Total Consultant Costs						\$
	OTHER EXPENDITURES (please explain in budget narrative)						
14.							
15.							
16.	Total Other Expenditures						\$
	BUDGET TOTALS						
	Personnel (total of line 1)						\$
	Direct Costs (add lines 2, 5, and 11 from above)						\$711,406
	Indirect Costs (add lines 3, 6, and 12 from above)						\$21,000
	Non-recurring costs (total of line 10)						\$ 3,000
	Other Expenditures (total of line 16)						\$
	TOTAL INNOVATION BUDGET						\$735,406

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Idea Engineering Budget and Narrative**OPERATING COSTS****Direct Costs**

Professional services to develop core deliverables include:

Strategic consultation and creative direction

Video direction and production

Graphic design, copywriting and editing, Spanish translation, art production, production coordination

Year 1 – FY 21/22

Strategic consultation and creative direction

180 hours x \$165/hr = \$29,700

Video direction and production

1,240 hours x \$165/hr = \$204,600

Graphic design, copywriting and editing, Spanish translation, art production, production coordination

370 hours x \$110/hr = \$40,700

Year 2 – FY 22/23

Strategic consultation and creative direction

210 hours x \$165/hr = \$34,650

Video direction and production

30 hours x \$165/hr = \$4,950

Graphic design, copywriting and editing, Spanish translation, art production, production coordination

420 hours x \$110/hr = \$46,200

Year 3 – FY 23/24

Strategic consultation and creative direction

120 hours x \$165/hr = \$19,800

Video direction and production

N/A

Graphic design, copywriting and editing, Spanish translation, art production, production coordination

260 hours x \$110/hr = \$28,600

Year 4 – FY 24/25

Strategic consultation and creative direction

140 hours x \$165/hr = \$23,100

Video direction and production

220 hours x \$165/hr = \$36,300

Graphic design, copywriting and editing, Spanish translation, art production, production coordination

135 hours x \$110/hr = \$14,850

NON-RECURRING COSTS

Printing and production of PADs communications materials such as consumer identity cards, lanyards, wristbands or key tags.

Year 2 – FY 22/23

142 units x \$100/unit = \$14,200

Year 3 – FY 23/24

16 units x \$100/unit = \$1,600

Year 4 – FY 24/25

7.5 units x \$100/unit = \$750

Idea Engineering BUDGET BY FISCAL YEAR AND SPECIFIC BUDGET CATEGORY*							
EXPENDITURES							
	PERSONNEL COSTS (salaries, wages, benefits)	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY xx/xx	TOTAL
1.	Salaries						
2.	Direct Costs						
3.	Indirect Costs						
4.	Total Personnel Costs						\$
	OPERATING COSTS*						
5.	Direct Costs	\$275,000	\$85,800	\$48,400	\$74,250		\$483,450
6.	Indirect Costs						
7.	Total Operating Costs						\$483,450
	NON-RECURRING COSTS (equipment, technology)						
8.	Printing and production of PADs communications materials		\$14,200	\$1,600	\$750		\$16,550
9.							
10.	Total non-recurring costs						\$ 16,550
	CONSULTANT COSTS / CONTRACTS (clinical, training, facilitator, evaluation)						
11.	Direct Costs						
12.	Indirect Costs						
13.	Total Consultant Costs						\$
	OTHER EXPENDITURES (please explain in budget narrative)						
14.							
15.							
16.	Total Other Expenditures						\$

	BUDGET TOTALS						
	Personnel (total of line 1)						\$
	Direct Costs (add lines 2, 5, and 11 from above)	\$275,000	\$85,800	\$48,400	\$74,250		\$483,450
	Indirect Costs (add lines 3, 6, and 12 from above)						\$
	Non-recurring costs (total of line 10)		\$14,200	\$1,600	\$750		\$ 16,550
	Other Expenditures (total of line 16)						\$
	TOTAL INNOVATION BUDGET	\$275,000	\$100,000	\$50,000	\$75,000		\$500,000

RAND Corporation Budget and Narrative

Contractor Contact and Specific Dates

Primary Contractor Contact

Technical: Nicole Eberhart, eberhart@rand.org, 310-393-0411 x6083

Contractual: Emily Palumbo, epalumbo@rand.org, 412-683-2300 x4127

Budget Narrative for County Specific Needs:

Personnel (narrative)

For the evaluation component, RAND staff are described below. Total personnel is budgeted at \$526,561.

Salaries. (Year 1 \$12,605, Year 2 \$67,725, Year 3 \$48,317, Year 4 \$31,148, Total \$159,795)

Nicole Eberhart, Co-Principal Investigator (Co-PI). Dr. Eberhart is a Senior Behavioral Scientist at RAND and a licensed clinical psychologist. Eberhart will provide senior oversight of the evaluation. Eberhart is budgeted for 388 hours of effort over the 4 year project period (48.5 days).

Daniel Siconolfi, Co-Principal Investigator (Co-PI). Dr. Siconolfi is a Behavioral Scientist at RAND. Siconolfi will oversee and direct implementation of all evaluation tasks. Siconolfi is budgeted for 616 hours over the 4 year project period (80 days).

Ryan McBain, Co-Investigator. Dr. McBain is a Policy Researcher at RAND. McBain will provide content expertise and consulting over the course of the evaluation. McBain is budgeted for 408 hours over the 4 year project period (51 days).

Julia Bandini, Task Lead. Dr. Bandini is an Associate Behavioral Scientist at RAND. Bandini will implement the qualitative data collection and analysis for those tasks (focus groups with Peers; focus groups with county implementors; focus groups with consumers). Bandini is budgeted for 376 hours over the 4 year project period (47 days).

Research Assistant (to be named). We will identify an appropriate RAND Research Assistant at the time of evaluation funding. The research assistant will support the implementation of the consumer survey (e.g., management of enrollment, follow-up, and incentive distribution. The RA is budgeted for 216 hours over the 4 year project period (27 days).

Research Programmer and Analyst (to be named). We will identify an appropriate RAND programmer/analyst at the time of evaluation funding. The programmer will conduct quantitative analysis of a survey of consumers and administrative data on PAD completion. The Programmer is budgeted for 280 hours over the 4 year project period (35 days).

Olatunda Martin, Administrative Assistant. Martin will support the general scheduling and administrative needs of the project, and will also support the scheduling of participants for the various data collection activities (e.g., focus groups). Martin is budgeted for 64 hours over the 4 year project period (8 days).

RAND Internal Quality Assurance Reviewer. A senior-level reviewer with relevant content and methodological expertise will provide peer review of the study memos and reports, per RAND's Quality Assurance requirements. The internal reviewer is budgeted for 24 hours over the project period (3 days).

Direct Costs. (Year 1 \$25,159, Year 2 \$135,923, Year 3 \$94,637, Year 4 \$61,911, Total \$317,630)

RAND's direct costs to personnel include fringe benefits, research management costs, and research and analysis fee. These cost estimates are based on an analysis of the work to be undertaken and the cost experience of similar RAND projects. Actual costs will be accumulated in accordance with RAND's

audited accounting procedures. For financial reporting purposes, personnel costs will be reported by aggregate.

Indirect Costs. (Year 1 \$3,771, Year 2 \$18,066, Year 3 \$17,776, Year 4 \$9,523, Total \$49,136) Other Indirect Costs (at 15% of direct costs) consisting of corporate, unit, and facilities capital cost of money.

Other Costs

Technology Service Allocation. (Year 1 \$1,476, Year 2 \$8,256, Year 3 \$6,665, Year 4 \$3,492, Total \$19,889) RAND's Technology Services Allocation is calculated at a flat rate of \$7.88 per hour of staff time. The budget reflects an inflation adjustment for costs in future budget periods. These costs include the following:

- Technology services, consisting of computers per staff member; exchange services (voicemail, email, calendaring) and associated file storage; access to collaborative information resources, software provided on network servers; remote access to RAND through encrypted tunneling and Web-based AnywhereCo,636nnect; printing, copying, faxing, and scanning on "public" (network) machines, including troubleshooting and supplies; and SharePoint Web-based sites for team collaboration.
- Telecommunications, consisting of videoconference facility use and maintenance; telephones and related moves, repairs, maintenance, administration; local, long-distance, international calling, 800 numbers for voice access by RAND travelers; RAND phone directory, database updates, and maintenance; RAND switchboard support; and three-party conference calling.
- System Support Services, including but not limited to consulting and troubleshooting; troubleshooting to ensure that a computer is up and running or to assist with Microsoft Word, PowerPoint, or Excel; consultation on hardware and software for RAND work; assistance with printing, operating system, file sharing, email and communication software (including for remote access), Web browser, and calendaring software; RAND-specific documentation, product testing and evaluation.

Survey Vendor. (Year 1 \$5,000, Year 2 \$5,000, Year 3 \$5,000, Year 4 \$5,000, Total \$20,000) To collect quantitative data (e.g., Peer training evaluation, PAD consumer experience survey), we will use a survey platform that provides adequate data collection, storage, and protection capabilities. An appropriate vendor will be confirmed during implementation. We budgeted costs assuming 4 years of access to the Qualtrics XM platform.

Publications. (Year 2 \$4,002, Year 3 \$4781, Year 4 \$8,147, Total \$16,930) RAND publication costs for the interim memos, interim evaluation report, and final report.

External Quality Assurance Reviewer. (Year 2 \$750, Year 3 \$750, Year 4 \$750, Total \$2,250) An external researcher with relevant content and methodological expertise will provide peer review of the study memos and reports, per RAND's Quality Assurance requirements. External reviewers are paid via Letter of Agreement.

Transcription. (Year 2 \$2,200, Year 3 \$2,200, Total \$4,400) Professional transcription of focus groups with Peers and focus groups with PADS consumers.

Study Incentives. (Year 3 \$27,600, Total \$27,600) Incentives for consumers participating in focus groups and in a quantitative survey.

Total Estimated Budget

The RAND Corporations total estimated 4-year budget is \$617,630. A detailed breakdown of the budget by fiscal year is provided in the grid below. Budget sheets taken from Innovations Template.

RAND BUDGET BY FISCAL YEAR AND SPECIFIC BUDGET CATEGORY*

EXPENDITURES

	PERSONNEL COSTS (salaries, wages, benefits)	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	TOTAL
1.	Salaries	12,605	67,725	48,317	31,148		159,795
2.	Direct Costs	25,159	135,923	94,637	61,911		317,630
3.	Indirect Costs	3,771	18,066	17,776	9,523		49,136
4.	Total Personnel Costs	41,535	221,715	160,730	102,582		\$ 526,56
	OPERATING COSTS*						
5.	Direct Costs						
6.	Indirect Costs						
7.	Total Operating Costs						\$
	NON-RECURRING COSTS (equipment, technology)						
8.							
9.							
10.	Total non-recurring costs						\$
	CONSULTANT COSTS / CONTRACTS (clinical, training, facilitator, evaluation)						
11.	Direct Costs						
12.	Indirect Costs						
13.	Total Consultant Costs						\$
	OTHER EXPENDITURES (please explain in budget narrative)						
14.	Technology Services Allocation	1,476	8,256	6,665	3,492		19,889
15.	Survey Vendor - Qualtrics	5,000	5,000	5,000	5,000		20,000
16.	Publications		4,002	4,781	8,147		16,930
17.	External Peer Reviewer		750	750	750		2,250
18.	Transcription		2,200	2,200			4,400
19.	Survey Incentives			27,600			27,600
20.	Total Other Expenditures	6,476	20,208	46,996	17,389		\$ 91,069
	BUDGET TOTALS						
	Personnel (total of line 1)	12,605	67,725	48,317	31,148		\$159,795
	Direct Costs (add lines 2, 5, and 11 from above)	25,159	135,923	94,637	61,911		\$317,630
	Indirect Costs (add lines 3, 6, and 12 from above)	3,771	18,066	17,776	9,523		\$49,136
	Non-recurring costs (total of line 10)						\$

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	Other Expenditures (total of line 20)	6,476	20,208	46,996	17,389		\$91,069
	TOTAL INNOVATION BUDGET	48,011	241,922	207,726	119,971		\$617,630

Budget Narrative PADs expert trainer, Laurie Hallmark:**Personnel**

The total personnel cost for the multi-county shared portion for county training in PADs, participation in stakeholder discussion, county technical assistance, legislation expertise, personnel stipends and PADs presentations is \$289,000 over the four fiscal years.

Year 1: 720 hours annual, Year 2: 240 hours annual, plus 5 x \$5000 for training stipends, Year 3 and Year 4: 180 hours each annual for technical assistance.

Supplies

The total cost for supplies will be \$3,500, miscellaneous office supplies.

Travel

Travel costs will total \$6000 to commence in year two.

Laurie Hallmark BUDGET BY FISCAL YEAR AND SPECIFIC BUDGET CATEGORY*							
EXPENDITURES							
	PERSONNEL COSTS (salaries, wages, benefits)	FY 21/22	FY 22/23	FY 23/24	FY 24/25		TOTAL
1.	Salaries						
2.	Direct Costs						
3.	Indirect Costs						
4.	Total Personnel Costs						\$
	OPERATING COSTS*						
5.	Direct Costs	\$144,000	\$48,000	\$36,000	\$36,000		\$264,000
6.	Indirect Costs- stipends		\$25,000				\$25,000
7.	Total Operating Costs						\$ 289,000
	NON-RECURRING COSTS (equipment, technology)						
8.							
9.							
10.	Total non-recurring costs	\$2,500	\$5,000	\$1,000	\$1,000		\$
	CONSULTANT COSTS / CONTRACTS (clinical, training, facilitator, evaluation)						
11.	Direct Costs						
12.	Indirect Costs						
13.	Total Consultant Costs						\$
	OTHER EXPENDITURES (please explain in budget narrative)						
14.	Miscellaneous office supplies, travel						\$9,500

15.							
16.	Total Other Expenditures						\$ 9,500
	BUDGET TOTALS						
	Personnel (total of line 1)						\$
	Direct Costs (add lines 2, 5, and 11 from above)						\$264,000
	Indirect Costs (add lines 3, 6, and 12 from above)						\$25,000
	Non-recurring costs (total of line 10)						
	Other Expenditures (total of line 16)						\$9,500
	TOTAL INNOVATION BUDGET						\$298,500

County Budgets

Appendix: Fresno County

Summary

Fresno County was approved for the Psychiatric Advance Directive (PAD) Using Supportive Decision-Making Statewide Innovation Program in June 2019. It began work on the Innovation Project later in 2019. Fresno County has worked continuously to study specific local PADs efforts, as detailed in its Annual Update, and is now working with the other participating counties in defining and implementing a statewide project. Until recently, the overall statewide project did not have other formal participants, and thus actual costs for such a program were unknown. As a statewide project is now defined and costs for statewide efforts have been more thoroughly explored, Fresno County is seeking to increase the project budget in order to ensure success of the statewide project and to be able to provide its share of costs. Thus, Fresno County is seeking to increase the project total for its five-year plan.

History

Fiscal Year 2021-2022 will mark Fresno County's third year of participation in this statewide INN project. In the first year of the project Fresno was the sole participating county. The County began planning and identifying learning outcomes and goals, but this work was derailed by the COVID 19 pandemic. At the end of the first year, Fresno sought an extension from the Mental Health Services Oversight and Accountability Commission (MHSOAC) to extend its plan from a three-year plan to a five-year plan, due to the delays caused by COVID 19.

In the second year, Fresno progressed slowly in order to ensure its work would not "out-run" the overall statewide project and much of its costs. Careful consideration was given to ensure the project implementation would factor in statewide learning, goals, and program costs. In the past year Fresno County has worked with the MHSOAC, contractors, and other counties in the efforts to implement the PADs Innovation Program.

Update

The purpose of this brief is to describe the increase of funding to the Fresno Innovation Plan for statewide Psychiatric Advance Directive (PAD) with Supportive Decision-Making project by \$500,000. Fresno County has initiated the community planning process needed to approve an amendment to the plan to increase the total funding and seek formal approval from the Mental Health Services and Oversight and Accountability Commission (MHSOAC). This process will be completed by the time this item is heard on the MHSOAC agenda.

Proposed Changes to Existing Plan

In June 2019, Fresno County became the first county to have an Innovation Plan approved for participation in the statewide Psychiatric Advance Directive (PAD) with Supportive Decision-Making project. The plan was approved for \$950,000 over three years. The COVID-19 pandemic resulted in delays to other counties coming on-board the statewide project to help identify statewide learning and goals, and derailed much of the work during the first year of the project. In August of 2020, Fresno County sought and obtained approval from MHSOAC to change the program from a three-year to a five-year project in order to extend the time available to implement the project.

As the statewide PADs project moves forward with additional counties (Orange, Shasta, Monterey and Mariposa), clearer statewide goals and learning have emerged. There is now an actual statewide PADs plan; before this collaborative effort, Fresno was the only county signed on to the statewide effort. That additional input and design for the statewide effort has finally allowed the participating counties to determine an overall project cost. Fresno will focus on PADs development, implementation, and understanding of specific populations which can inform the statewide effort. Fresno County is committed to exploring a variety of options for data management systems, in order to help identify the system that best fits the future needs of project. Fresno County's approved project budget of \$950,000 is short of what would be needed for both the statewide effort and the local application and implementation of PADs. To effectively participate and complete the statewide project, Fresno County projects the actual cost to be closer \$1,450,000. This will increase the overall plan by \$500,000. The increase will allow for Fresno County to contribute to the cost of statewide administrative fees and statewide coordination, PADs training, local partnerships for implementation, logistics, and the statewide evaluation.

\$1,206,124.00 of the total budget will be allocated toward the statewide efforts, which include the evaluation, training, and statewide coordination and a logistic support assessment. Approximately \$243,867 will be used specifically for Fresno County activities, including project management/administration and implementation, stipends for peers/trainers, any additional training, and local partner organization supports.

The additional \$500,000 of requested funds are Innovation dollars that will be subject to reversion in FY 2021-2022. Allocating these funds to an existing MHSOAC-approved project will both ensure the project is effective in exploration of PADs and assist Fresno County in encumbering Innovation funds at risk of reversion.

Community Planning Process

Fresno County initiated its stakeholder planning process by presenting these proposed changes to its Behavioral Health Board on 04/21/21. The proposed changes were also posted on the Department's website and social media for 30 days, from 4/26/21 through 5/25/21. A summary of any comments provided will be available on 5/26/21. The Department hosted several virtual forums for public input to complete its stakeholder requirement. Should the Department receive MHSOAC approval to increase the project budget by \$500,000, these changes will be documented in the both the Innovation Annual Update and the MHSA Annual Update for 2021.

FRESNO BUDGET BY FISCAL YEAR AND SPECIFIC BUDGET CATEGORY*							
EXPENDITURES							
	PERSONNEL COSTS (salaries, wages, benefits)	FY 21/22	FY 22/23	FY 23/24	FY 24/25		TOTAL
1.	Salaries						
2.	Direct Costs						
3.	Indirect Costs						
4.	Total Personnel Costs						\$
	OPERATING COSTS*						
5.	Direct Costs						
6.	Indirect Costs						
7.	Total Operating Costs						\$
	NON-RECURRING COSTS (equipment, technology)						
8.							
9.							
10.	Total non-recurring costs						\$
	CONSULTANT COSTS / CONTRACTS (clinical, training, facilitator, evaluation)						
11.	Direct Costs	\$100,000	\$200,000	\$200,000			\$500,000
12.	Indirect Costs						
13.	Total Consultant Costs						\$500,000
	OTHER EXPENDITURES (please explain in budget narrative)						
14.							
15.							
16.	Total Other Expenditures						\$
	BUDGET TOTALS						
	Personnel (total of line 1)						\$
	Direct Costs (add lines 2, 5, and 11 from above)						\$500,000
	Indirect Costs (add lines 3, 6, and 12 from above)						\$
	Non-recurring costs (total of line 10)						\$
	Other Expenditures (total of line 16)						\$
	TOTAL INNOVATION BUDGET						\$500,000

Attachment: PADs Innovations Project v5ks Final_draft.docx (RES-2021-619 : Agreement with Syracuse University)

Appendix: Mariposa County

Primary County Contact: *Laura Glenn* Lglenn@mariposacounty.org 209-742-0823

Date Proposal posted for 30-day Public Review: *Tentative Date of May 13th*

Date of Local MH Board hearing: *Tentative Date of Monday June 14th*

Date of BOS approval or calendared date to appear before BOS: *Tentative Date of Tuesday June 15th*

Description of the Local Need

Mariposa County is a small, rural county nestled in the Sierra Nevada foothills and is home to approximately 17,700 residents. As in other rural counties, Mariposa is characterized by the sparse number of individuals under the age of 18, a characteristic which is maintained and propelled by the lack of job opportunities which pushes young families out of the county in search of gainful employment. The county spans approximately 1,450 square miles and residences tend to be spread out. All services are provided in the unincorporated township of Mariposa, with some agencies, including Health and Human Services, providing limited services to those communities that are geographically removed from the town of Mariposa. The sparse population of the County in relation to its geographic size, couple with the lack of public transportation infrastructure, results in considerable social isolation.

Coupled with the lack of opportunity, the isolation of the County's residents created an environment ripe for depression, anxiety, and other mental and behavioral health disorders; this also provides an environment conducive for illegal activities and substance abuse. Additionally, many of those in need of services, face multiple barriers accessing them.

While Mariposa County hasn't seen a dramatic increase in hospitalization over the last couple of years, there has been a significant increase in the recidivism rate. High utilizers of our local hospital and crisis response are the individuals that are repeatedly being hospitalized.

Description of the Response to the Local Need

Implementing the use of psychiatric Advance Directives (PAD's) in our community will hopefully maximize decision-making and allow the clients an opportunity to express their choice through a collaborative discussion regarding their mental health treatment, before a crisis occurs. This really gives the individual the time and space to identify what helps, and what makes things worse if a crisis were to occur; potentially leading to an increase in the quality of mental services, including measurable goals.

One other important aspect of the PAD's project, is that it will enable the County to promote interagency and community collaboration related to mental health treatment and crisis with law enforcement, our jail, the hospital, and even our homeless shelter. Effective collaboration between agencies is vital to improving the quality of services. This also allows a more effective use of and leveraging resources.

Mariposa County has found many successes in the use of multi-disciplinary teams (MDT's) directly in mental health treatment. The principle that team decision making as a group can be more effective by integrating a variety of perspectives by those who are dedicated to meeting client goals. The PAD's project will allow the County to maximize this approach by encouraging and supporting individuals to engage in treatment and to address issues specific to mental health care and treatment and to identify

what works, what doesn't work, and even select a psychiatrist, facility or medication before the need occurs.

Implementing PAD's will also provide the individual to receive the care they actually want potentially improving the individuals care during a crisis and subsequently reducing the recidivism rate.

Description of the Local Community Planning Process

Mariposa County Behavioral Health Board Members were asked to join the psychiatric advance directive informal presentation held by USC's Saks Institute in collaboration with Kiran Sahota of Concepts Forward Consulting. Additionally an informative PowerPoint on Psychiatric Advance Directives will be presented to the Behavioral Health Board on May 5th 2021 to garner input and feedback.

Flyers for upcoming supported decision-making, and psychiatric advance directive webinars will be posted to our Facebook page, and sent directly to our Behavioral Health Board Members.

Mariposa County will be holding a separate stakeholder meeting on May 12th 2021, to invite all community partners, clients, family members, and organizations to provide their feedback and ideas around innovation. Flyers will be posted to our Facebook page and our County website. Additionally, the plan will be posted on the County website, our Facebook page, and several physical locations throughout the county beginning on May 13th 2021 for the 30 day public review period. At the end of the 30 days, in collaboration with the Behavioral Health Board, a public hearing will be scheduled for Monday June 14th. Stakeholders will be informed of the public hearing via our Facebook page, the local newspaper and the County website. All information and feedback from the public review period and hearing will be incorporated.

Budget Narrative for County Specific Needs:

Staff Analyst – MHSA Coordinator 0.15 FTE \$13,178.38

Admin Analyst 0.08 FTE \$8,753.57

Peer Support Specialist 0.20 FTE \$26,613.24

Operating Costs

The total estimated indirect cost for this 4-year project is: \$ 58,143.59 (see table below)

Other Costs

Travel: \$0.0 or \$5,000 (this is up to the program team, and whether any physical travel will be done)

Contractor: \$79,660, of this amount, \$60,332 will be used to identify a peer organization to participate in statewide stakeholder meetings and trainings, this will be to the benefit of the multi-county participants.

Total Estimated Budget

County's total estimated 4-year budget is \$517,231.28. A detailed breakdown of the budget by fiscal year is provided in the grid below. Budget sheets taken from Innovations Template.

Mariposa BUDGET BY FISCAL YEAR AND SPECIFIC BUDGET CATEGORY*

I.3.c

EXPENDITURES

	PERSONNEL COSTS (salaries, wages, benefits)	FY 21/22	FY 22/23	FY 23/24	FY 24/25		TOTAL
1.	Salaries	\$55,198.49	\$57,958.42	\$60,856.34	\$63,899.16		\$237,912.41
2.	Direct Costs	\$5,510.00	\$5,785.50	\$6,074.78	\$6,378.51		\$23,748.79
3.	Indirect Costs	\$13,490.00	\$14,164.50	\$14,872.73	\$15,616.36		\$58,143.59
4.	Total Personnel Costs	\$74,198.49	\$77,908.42	\$81,803.85	\$85,894.03		\$319,804.79
	OPERATING COSTS*						
5.	Direct Costs	\$29,441.63	\$29,441.63	\$29,441.63	\$29,441.63		\$117,766.52
6.	Indirect Costs						0
7.	Total Operating Costs						\$117,766.52
	NON-RECURRING COSTS (equipment, technology)						
8.							
9.							
10.	Total non-recurring costs						\$0
	CONSULTANT COSTS / CONTRACTS (clinical, training, facilitator, evaluation)						
11.	Direct Costs	\$35,408	\$34,809	\$4,928	\$4,515		\$79,660.00
12.	Indirect Costs						
13.	Total Consultant Costs						\$79,660.00
	OTHER EXPENDITURES (please explain in budget narrative)						
14.							
15.							
16.	Total Other Expenditures						\$0
	BUDGET TOTALS						
	Personnel (total of line 1)	\$55,198.49	\$57,958.42	\$60,856.34	\$63,899.16		\$237,912.41
	Direct Costs (add lines 2, 5, and 11 from above)	\$70,359.63	\$70,036.13	\$40,444.41	\$40,335.14		\$221,175.30
	Indirect Costs (add lines 3, 6, and 12 from above)	\$13,490.00	\$14,164.50	\$14,872.73	\$15,616.36		\$58,143.59
	Non-recurring costs (total of line 10)						\$0
	Other Expenditures (total of line 16)						\$0
	TOTAL INNOVATION BUDGET	\$123,555.12	\$113,114.71	\$131,160.47	\$135,250.66		\$517,274.13

Attachment: PADs Innovations Project v5ks Final_draft.docx (RES-2021-619 : Agreement with Syracuse University)

Budget by Fiscal Year and Specific Budget Category for County Specific Needs

Total Budget Context – Expenditures by Funding Source and Fiscal Year (FY):							
ADMINISTRATION:							
A.	Estimated total mental health expenditures <u>for administration</u> for the entire duration of this INN Project by FY & the following funding sources:	FY 21/22	FY 22/23	FY 23/24	FY 24/25		TOTAL
1.	Innovative MHSA Funds						
2.	Federal Financial Participation						
3.	1991 Realignment						
4.	Behavioral Health Subaccount						
5.	Other funding						
6.	Total Proposed Administration						\$515,112.41
EVALUATION:							
B.	Estimated total mental health expenditures <u>for EVALUATION</u> for the entire duration of this INN Project by FY & the following funding sources:	FY 21/22	FY 22/23	FY 23/24	FY 24/25		TOTAL
1.	Innovative MHSA Funds	\$215.98	\$617.16	\$722.95	\$605.62		\$2,161.71
2.	Federal Financial Participation						
3.	1991 Realignment						
4.	Behavioral Health Subaccount						
5.	Other funding						
6.	Total Proposed Evaluation						\$2,161.71
TOTALS:							
C.	Estimated TOTAL mental health expenditures (this sum to total funding requested) for the entire duration of this INN Project by FY & the following funding sources:	FY 21/22	FY 22/23	FY 23/24	FY 24/25		TOTAL
1.	Innovative MHSA Funds*						\$517,274.13
2.	Federal Financial Participation						\$
3.	1991 Realignment						\$
4.	Behavioral Health Subaccount						\$
5.	Other funding**						\$
6.	Total Proposed Expenditures						\$517,274.13
* INN MHSA funds reflected in total of line C1 should equal the INN amount County is requesting. ** If "other funding" is included, please explain within budget narrative.							

Attachment: PADs Innovations Project v5ks Final_draft.docx (RES-2021-619 : Agreement with Syracuse University)

Appendix: Monterey County

County Contact and Specific Dates

Primary County Contact (Name, Email, Phone):

Wesley Schweikhard, schweikhardw@co.monterey.ca.us, (831) 755-4856

Date Proposal posted for 30-day Public Review:

April 23, 2020

Date of Local MH Board hearing:

May 28, 2020

Date of BOS approval or calendared date to appear before BOS:

June 30, 2020

Description of the Local Need

The need for participating in the Psychiatric Advance Directives (PAD's) Innovation Project was derived from Monterey County Behavioral Health (MCBH) having an organizational goal of delivering person-centered care, and local community input that advocated for enhanced crisis response, case management services, interagency collaboration, and policy change. The MCBH Adult System of Care (ASOC), which treats adults over the age of 18 in Monterey County with moderate to severe mental illness, delivers person-centered care by using the Reach Recovery Model of care when delivering services and managing client needs. This model supports the active participation of clients in determining their treatment plan and outcomes, and the intensity level of services delivered are tailored to a person's varying needs and goals. Throughout service delivery, it is expected that a person will move forward in recovery, learning skills to support their own mental wellness. Therefore, as a person progresses through treatment it is expected that their level of service intensity and supports from ASOC will decrease and change over time, as progression reflects the ability of the individual to support oneself independently. If individuals need a higher level of support (due to new stressors, crisis, or other factors), they may need a higher level of service intensity to receive the supports needed at that time. To compliment this framework, MCBH began considering PAD's as an additional tool to equip an individual in their recovery process.

In October 2019, MCBH staff attended a webinar presented by the Saks Institute that covered the topic of PAD's and introduced the concept of a collaborative multi-county project to develop and implement PAD's in California. MCBH brought forward this idea of developing and implementing PAD's as a project funded under the Mental Health Services Act (MHSA) Innovation component during the MHSA FY2021 - 2023 Three-Year Program and Expenditure Plan community planning process. This community planning process involved 10 bi-lingual community workshops across the county and allowed the community members and MCBH stakeholders to evaluate and provide input on MHSA funded programming in Monterey County, including the PAD Innovation project. Participants in this community planning process, and subsequently the Monterey County Behavioral Health Commission and Board of Supervisors, all endorsed the PAD Innovation project as part of the MHSA FY2021-2023 Three-Year Program and Expenditure Plan. Please reference Monterey's MHSA FY2021 -2023 Three-Year Program and Expenditure Plan, previously submitted to the MHSOAC on July 23, 2020.

The MCBH stakeholder needs that were expressed during the community planning process, that were relevant to the PAD's, included a call for enhanced crisis response training, more consumer and family-driven case management services, and support for more interagency collaboration and policy change.

Crisis response and support services was frequently brought up during community workshops. As frequently noted during community planning processes in prior years, participants highlighted training and technical assistance are needed in Monterey County for practitioners, teachers, and community members that increase knowledge, understanding, and skills related to mental health. MCBH has responded to such feedback in the past, and as a result, implemented a robust Crisis Intervention Training (CIT) across the county. CIT efforts have been primarily focused on training first responders, and every law enforcement agency within Monterey County has participated, with several units such as Monterey City Police Department, having their entire unit trained. Nevertheless, at community workshops there is a persistent fear or distrust of law enforcement being expressed, with calls to “decriminalize” mental illness. As a result, the PAD’s project offers an opportunity to expand on the successful CIT program and strong relationship between MCBH and local emergency responders, by introducing a new tool for collaboration, responding to individual’s according to their unique needs, and providing additional transparency on how crisis response is managed.

As part of the community planning process, there was advocacy for more community, consumer, and family-driven decision making in policies, programs, and services. Participants identified the need for the community being served to be more actively involved in the design and implementation of services. The role of peers was central to this discussion, and there was strong support for increasing the peer workforce and incorporating the perspective of peers in policy and program decision-making. As peers are viewed as a critical element to developing and implementing PAD’s, with peers having the anticipated role of informing the user experience of completing a PAD and assisting individuals completing a PAD, participants at community workshops valued the PAD Innovation project as an opportunity for offering additional peer supports.

Interagency collaboration and policy change were needs identified by consumers and service providers alike. This includes improving communication, coordination, and collaboration between MCBH and other county agencies, departments (for example, Adult Protective Services) and external entities (for example, primary care doctors, emergency rooms, community-based organizations, private providers, etc.). Participants of the community planning process also supported the PAD Innovation project as they believed it would address gaps in relationships or partnerships between community-based organizations, government departments and other organizations to lead to higher quality services and supports, and create a more cohesive, transparent system of care. Many participants expressed a need for supporting a stronger network of providers to enable more warm hand-offs, information, and referrals. These individuals expressed concern and noted challenges when trying to access services and navigate the system, often getting lost in the bureaucracy of how the county and local mental health services system functions, particularly in moments of crisis. There was strong sentiment that too much “red tape” exists when accessing emergency rooms and getting follow up care after a crisis. These participants felt the development of a PAD would be very beneficial in assisting consumers and their families to better understand local service options, as well as assist in their wellness and recovery action planning. Additionally, the justice system involved population, especially those recently released from jail, were highlighted to be a potential population of focus for the PAD’s Innovation project in Monterey County, as this population is particularly disadvantaged when trying to access services. Local community service providers also identified the need to affect policy change and promote interagency collaboration. In the in one instance, a local mental health service provider noted they offer PAD’s as part of the Wellness and Recovery Action Plan (WRAP) services they offer. However, currently, local

emergency rooms are not recognizing these PAD documents. Therefore, this PAD's Innovation project was supported as it may further legitimize the use of PAD's within and across local emergency services and other organizations.

Response to Local Need

In response to longstanding community-expressed needs surrounding crisis response, case coordination, interagency collaboration and policy change, MCBH adopted the idea of joining the collaborative multi-county PAD Innovation project. This course of action was also consistent with MCBH's continual efforts to further enhance the available person-centered care services made available within their ASOC, and create more supportive decision making opportunities for ASOC clients. The dialogue performed with community stakeholders during the MHSA FY2021-2021 Three-Year Program and Expenditure Plan community planning process further informed how the PAD project will respond the community needs more directly. The following goals to be achieved by the development and use of PAD's were established as a result of that process:

Increase in individual wellness scores

As a PAD provides a care management plan, particularly in moments of crisis, one perceived benefit would be increased comfort and confidence to clients and their families on the path towards recovery. Additionally, using a supportive decision-making approach in developing a PAD may improve the self-esteem and "buy-in" of participants, increase their understanding of their own recovery, and improve outcomes. This can be measured through various screening tools. In Monterey County, the Reaching Recovery suite of tools provides a rating of the Recovery Need Levels (RNL) of the individual person served as well as measurements of recovery throughout the duration of their participation in services.

Reduction in incarceration/criminal justice involvement as result of crisis

A vital impact of this program is to better equip first responders, and especially the Crisis Intervention Teams (CIT), to understand the care preferences of a person experiencing a psychiatric crisis and provide care according to their wishes. If this yields a reduction in arrests/incarceration, that will equate to less disruption of services for the individuals in care, less trauma to the individuals experiencing a psychiatric crisis, a reduction in the utilization of jails for individuals who may be in crisis and increases in opportunities for individuals to remain in their own community with their support systems after a crisis episode.

Reduction in long term hospitalization

Having a PAD may increase adherence to treatment by individuals and may also expedite their treatment which can return them to wellness sooner, and thus avoid long hospitalizations by applying treatment approaches which may be misaligned with the values, preferences, and strengths of the individual. A PAD may give crisis responders more options and guidance on how to best serve those individuals in order to assist them to return to wellness.

Reduce Recidivism

The existence of PAD may help prevent a client from "slipping through the cracks" or voluntarily leaving services in two ways. First, a PAD offers a strategic framework, offering a clear picture of resources for clients as they apply to a variety of circumstances, as well as promotes interagency communication.

These features may aid in minimizing gaps in care, where clients have previously become lost or disillusioned in the bureaucracy of navigating the mental and physical health care system. Second, a PAD identifies conditions of care for clients, particularly during moments of crisis where a client may not be able to advocate for themselves. This empowering feature may bolster confidence and levels of commitment by clients in continuing their path to treatment and recovery.

Reduce high utilization of services

The application of supportive decision-making and evaluation of resources involved in creating a PAD will aid clients in having a clear action plan for care during moments of crisis or uncertainty, and support first responders or other involved resource providers in facilitating the directives of the PAD. This informed approach to managing care may assist clients in avoiding the use of emergency rooms or initiating a path towards involvement with the criminal justice system.

Increased coordination of resources

The development of a local infrastructure to support PAD's will require resource agencies and emergency services to establish clear paths of communication for sharing client data and managing crisis response. These efforts will foster more warm hand-offs, as is desired by the local community. Additionally, the systemic and policy change that is created by this PAD Innovation project will resolve prior issues of emergency rooms or other involved parties not recognizing an existing client PAD.

Description of the Local Community Planning Process

This Innovation Plan was developed during the Community Program Planning Process for the MCBH MHSA FY 2021-23 Three-year Program and Expenditure Plan. MCBH engaged in a robust CPPP using multiple approaches to ensure that residents could provide input and feedback to guide the development of the MHSA FY21-23 Three-Year Program and Expenditure Plan. MCBH adopted two primary strategies which included in-person Community Engagement Sessions and a Needs Assessment conducted via surveys of providers and community members (Addendum C). All flyers, surveys and planning materials were made available in English and Spanish.

A team of stakeholders comprised of consumers, contractors, MCBH staff and representatives from the County Board of Supervisors was convened to guide the development of the CPPP. Stakeholders provided input related to outreach for the sessions, key community leaders to invite, locations for meetings and other logistical details that would enhance community participation. MCBH contracted with a local consultant who has expertise in community engagement and prior experience with similar community planning processes in Monterey County to facilitate the CPPP sessions and to produce a report of the information and recommendations collected from participants to inform the development of this MHSA FY21-23

Three-Year Program and Expenditure Plan.

Ten Community Engagement Sessions were held between October 2019 to December 2019. Locations for each session were selected to provide convenient, broad access throughout Monterey County, with special attention to ensuring at least one (1) opportunity was offered in North County, Salinas, South County, and the Monterey Peninsula. The sessions were advertised via mass email, County Board of Supervisors email lists, social media, at the Monterey County Free Libraries and on the Health Department webpage. These Community Engagement Sessions were comprised of five (5) Regional Forums – one held in each District of the County and five (5) Focus Groups specific to the following

State-identified Prevention and Early Intervention priority areas: Early Psychosis & Suicide Prevention; Mental Health Needs of Seniors; Childhood Trauma Prevention; Culturally Responsive Approaches; and Mental Health Needs of College Age Youth. Flyers for these events are included in Addendum D.

During the sessions, participants received an overview of the MHSA funding components and the CPPP requirements with an emphasis on how the current CPPP would be used to inform the development of Monterey County's MHSA FY21-23 3-Year Program and Expenditure Plan. Participants were also asked to complete a Community Member Survey to gather their specific insights as part of the Needs Assessment strategy, and a separate survey to provide feedback about their experience participating in the CPPP. Professional interpreters were engaged to provide Spanish and English translation and provided simultaneous translation in both languages at several of the sessions.

The Innovation Plan was included in the MHSA FY 2021-2023 Three-Year Program and Expenditure Plan and was made available for public review and comment for a 30-day period prior to approval by the Monterey Behavioral Health Commission and Monterey County Board of Supervisors. The 30-day public comment period was conducted from April 23, 2020 to May 22, 2020. Opportunities for additional public comment were available at subsequent hearings conducted by the Monterey Behavioral Health Commission on May 20, 2020 and Monterey County Board of Supervisors June 30, 2020.

Budget Narrative for County Specific Needs:

The proposed project is estimated to cost \$ over the course of the four-year period. The average cost annually will be \$ and includes all service delivery, data evaluation and dissemination costs. The project will utilize Innovation funding for the duration of the project.

Personnel Costs: The total estimated cost of MCBH personnel costs is \$754,412 with an average annual salary cost of \$188,602, over the four-year term of this project. This sum accounts for a 3% annual increase over the course of the project to reflect cost of living and step raise increases and is inclusive of the direct and indirect costs associated with these positions. The personnel costs cover the positions identified in Table 1. This Innovation project requires a robust team at the local level to further engage in stakeholder planning during the development of the PAD products and framework, and ultimately conduct trainings and implementation activities to support the acceptance and use of PAD's, PAD products, and the coordination of personal health information and crisis response. Several leadership positions across Administrative, Clinical and Information Technology departments will be required to provide oversight of this process, while more extensive participation will occur among staff participating in project coordination and reporting activities, and the deployment of PAD Teams in the field.

Table 1. PAD Innovation Project Personnel

Position	Responsibilities	FTE	Average Annual Rate
Program Coordinator	Project coordination, PAD product development review, project evaluation and reporting	0.25	\$47,034
Clinical Therapist	PAD Team implementation	0.25	\$46,816

Administrative Management Intern	Administrative support, evaluation and reporting	0.5	\$16,316
Behavioral Health Bureau Administrator	Implementation planning, vendor procurement, PAD project development review	0.05	\$13,903
Behavioral Health Services Manager	Implementation planning, clinical staff oversight, PAD product development review	0.05	\$13,513
Quality Improvement Services Manager	Implementation planning, technology integration coordination, evaluation	0.05	\$11,470
IT Services Manager	Technology integration planning and oversight, PAD product development review	0.05	\$11,397
Behavioral Health Unit Supervisor	Implementation planning, clinical staff coordination, PAD product development review	0.05	\$10,165
Accountant	Fiscal accounting and reporting	0.05	\$9,348
Epidemiologist	Project evaluation	0.05	\$8,640

Non-Recurring Costs: A budget of \$5,000 has been established for the purchase of tablet devices to support the utilization of this application in the field.

Consultant Costs / Contracts: This Innovation project will require several consultants, with contracts to be established both through the multi-county collaborative and at the local level in Monterey County. The multi-county collaborative will be partnering in the acquisition of contracts for a statewide project manager, PAD subject matter experts, marketing and technology development vendors, and an evaluation consultant. Further description of these consultant costs is provided in the Innovation project application. Regarding rate of contribution towards contracts facilitated through the multi-county collaborative, Monterey County is contributing an amount that is equitable to its population within the group of participating counties. At the time of this application, Monterey County comprises 9% of the total population of the participating counties and are estimated at a total of \$498,826 for the four-year term.

MCBH will also require consultants to support this Innovation project at the local level. This includes a part-time community engagement and project planning consultant at a rate of \$50,000 annually, to assist in extensive stakeholder engagement and inter-agency coordination efforts as the PAD products are developed and deployed. Additionally, to support the requirements of staffing PAD Teams, MCBH will contract with legal aid and peer support providers. The estimated rate for contracting with a part-time legal aid is \$30,000 annually. The estimated rate for contracting with a part-time peer staff coordinator and two peer support personnel is \$100,000 annually. The costs identified in the 'Consultant Costs / Contracts' section of Table 2 below is inclusive of consultant costs occurred through the multi-county collaborative and locally through MCBH.

Use of Reversion Funds: This Innovation project will first utilize any unexpended Innovation funds from prior years that may be subject to reversion.

Table 2. Budget by Fiscal Year and Specific Budget Category for County Specific Needs

Monterey County BUDGET BY FISCAL YEAR AND SPECIFIC BUDGET CATEGORY*						
EXPENDITURES						
	PERSONNEL COSTS (salaries, wages, benefits)	FY 21/22	FY 22/23	FY 23/24	FY 24/25	TOTAL
1.	Salaries	\$115,827	\$119,302	\$122,881	\$126,568	\$484,578
2.	Direct Costs	\$52,043	\$53,604	\$55,212	\$56,868	\$217,726
3.	Indirect Costs	\$12,455	\$12,829	\$13,214	\$13,610	\$52,107
4.	Total Personnel Costs	\$180,325	\$185,735	\$191,307	\$197,046	\$754,412
	OPERATING COSTS*					
5.	Direct Costs					
6.	Indirect Costs					
7.	Total Operating Costs					
	NON-RECURRING COSTS (equipment, technology)					
8.	Equipment – Tablets	\$5,000				\$5,000
9.						
10.	Total non-recurring costs	\$5,000				\$5,000
	CONSULTANT COSTS / CONTRACTS (clinical, training, facilitator, evaluation)					
11.	Direct Costs	\$319,520	\$304,102	\$298,645	\$296,559	\$1,218,826
12.	Indirect Costs					
13.	Total Consultant Costs	\$319,520	\$304,102	\$298,645	\$296,559	\$1,218,826
	OTHER EXPENDITURES (please explain in budget narrative)					
14.						
15.						
16.	Total Other Expenditures					
	BUDGET TOTALS					
	Personnel (total of line 1)	\$115,827	\$119,302	\$122,881	\$126,568	\$484,578
	Direct Costs (add lines 2, 5, and 11 from above)	\$371,563	\$357,706	\$353,857	\$353,427	\$1,436,552
	Indirect Costs (add lines 3, 6, and 12 from above)	\$12,455	\$12,829	\$13,214	\$13,610	\$52,107
	Non-recurring costs (total of line 10)	\$5,000				\$5,000
	Other Expenditures (total of line 16)					
	TOTAL INNOVATION BUDGET	\$504,845	\$489,837	\$489,952	\$493,605	\$1,978,237

Table 3. Total Budget Context – Expenditures by Funding Source and Fiscal Year (FY):

BUDGET CONTEXT – EXPENDITURES BY FUNDING SOURCE AND FISCAL YEAR (FY)						
ADMINISTRATION:						
A.	Estimated total mental health expenditures <u>for administration</u> for the entire duration of this INN Project by FY & the following funding sources:	FY 21/22	FY 22/23	FY 23/24	FY 24/25	TOTAL
1.	Innovative MHSA Funds	\$488,002	\$468,540	\$467,226	\$471,891	\$1,895,657
2.	Federal Financial Participation					
3.	1991 Realignment					
4.	Behavioral Health Subaccount					
5.	Other funding					
6.	Total Proposed Administration					
EVALUATION:						
B.	Estimated total mental health expenditures <u>for EVALUATION</u> for the entire duration of this INN Project by FY & the following funding sources:	FY 21/22	FY 22/23	FY 23/24	FY 24/25	TOTAL
1.	Innovative MHSA Funds	\$16,843	\$21,297	\$22,726	\$21,714	\$82,580
2.	Federal Financial Participation					
3.	1991 Realignment					
4.	Behavioral Health Subaccount					
5.	Other funding					
6.	Total Proposed Evaluation					
TOTALS:						
C.	Estimated TOTAL mental health expenditures (this sum to total funding requested) for the entire duration of this INN Project by FY & the following funding sources:	FY 21/22	FY 22/23	FY 23/24	FY 24/25	TOTAL
1.	Innovative MHSA Funds*	\$504,845	\$489,837	\$489,952	\$493,605	\$1,978,237
2.	Federal Financial Participation					
3.	1991 Realignment					
4.	Behavioral Health Subaccount					
5.	Other funding**					
6.	Total Proposed Expenditures	\$504,845	\$489,837	\$489,952	\$493,605	\$1,978,237
* INN MHSA funds reflected in total of line C1 should equal the INN amount County is requesting. ** If “other funding” is included, please explain within budget narrative.						

Appendix: Shasta County

County Contact and Specific Dates

- **Primary County Contact:** Kerri Schuette, kschuette@co.shasta.ca.us, (530) 209-6284
- **Date Proposal posted for 30-day Public Review:** May 24, 2021
- **Date of Local MH Board hearing:** June 23, 2021
- **Date of BOS approval or calendared date to appear before BOS:** June 29, 2021

Description of the Local Need

When a person is experiencing a mental health crisis, it can be difficult for that person to state their preferences for treatment. Without a Psychiatric Advance Directive, law enforcement, hospital staff, and other care providers can be operating blindly in terms of what types of medications work well for the patient, what other medical conditions exist, what may de-escalate the patient, what may trigger the patient, and other variables that are critical to safe, effective care. Shasta County patients and families have expressed that they often feel helpless when dealing with law enforcement and hospital staff because they feel they have no control over their own situation, and a Psychiatric Advance Directive would empower that person to use their voice, even when they are incapacitated.

Locally, the timing is very good to begin working on a PAD system, as law enforcement and peer support have been added to the mental health care system in several significant ways. Crisis Intervention Trainings have become more standardized in our local law enforcement agencies, and a mobile crisis team was launched earlier this year, in which law enforcement and clinicians go out on calls together and work as a team to assist people experiencing mental health crisis. Our peer support specialists have trained hundreds of people in WRAP techniques, and they believe a standardized system for creating and retrieving person-centered Psychiatric Advanced Directives would be a useful next step in helping patients access the services they need more effectively, so they can return to independence more quickly. Shasta County is also inspired by other jurisdictions' experiences in which creation of PADs has built trust with community members, prompting them to voluntarily seek more preventative levels of mental health care, and it is our strong desire to replicate that.

We anticipate focusing first on people experiencing homelessness, and will rely on stakeholders to advise on what populations would be a priority next as the program rolls out and we learn more about it.

Description of the Response to the Local Need

This project will help Shasta County:

- Build community capacity among law enforcement, peers, the court system, mental health care providers and others to ensure consumer choice and collaborative decision-making.
- Improve participant care in a crisis.
- Reduce recidivism.
- Engage participants in their treatment and recovery.

Description of the Local Community Planning Process

The PAD concept was described to stakeholders during a March 30, 2021, quarterly stakeholder meeting, and the concept was received favorably. Stakeholders were invited to the online

informational meeting on April 7, with information also posted on our website. Three Shasta County residents attended the April 7 meeting, including a Mental Health, Alcohol and Drug Advisory Board member. The Mental Health Services Act coordinator also described this project to the Mental Health, Alcohol and Drug Advisory Board on March 3, and board members supported the concept. This plan will be circulated for public comment starting May 24, 2021, and it will go to the Mental Health, Alcohol and Drug Advisory Board on June 23, 2021. It is scheduled to go before the Shasta County Board of Supervisors on June 29, 2021.

Budget Narrative for County Specific Needs:

In addition to the personnel costs detailed below, Shasta County's budget includes peer incentives or training, office materials, and technology needs, such as laptops for the three direct services staff. We do not anticipate other large expenses for this project at this time.

Personnel (narrative)

Shasta County will employ a Community Development Coordinator to serve as liaison between the PAD team, the Program Manager II (the Mental Health Services Act coordinator), and the consultant. The PAD team would include a peer support specialist who would conduct the interviews with clients, and a medical services clerk who would take notes during the interviews so the peer support specialist could fully engage with the client. The staff services analyst would be responsible for managing evaluation, and the accountant auditor is responsible for the budget.

Personnel will include:

- Community Development Coordinator (.20 FTE)
- Peer Support Specialist (.20 FTE)
- Medical Services Clerk (.20 FTE)
- Program Manager II (.10 FTE)
- Staff Services Analyst (.20 FTE)
- Accountant Auditor (.20 FTE)

Operating Costs

The total estimated indirect cost for this 4-year project is: \$162,110.

Other Costs

N/A

Total Estimated Budget

Shasta County's total estimated 4-year budget is \$630,731. A detailed breakdown of the budget by fiscal year is provided in the grid below. Budget sheets taken from Innovations Template.

Budget by Fiscal Year and Specific Budget Category for County Specific Needs

Shasta BUDGET BY FISCAL YEAR AND SPECIFIC BUDGET CATEGORY*							
EXPENDITURES							
	PERSONNEL COSTS (salaries, wages, benefits)	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY xx/xx	TOTAL
1.	Salaries	\$20,000	\$20,000	\$20,000	\$20,000		\$80,000
2.	Direct Costs	\$24,000	\$24,000	\$24,000	\$24,000		\$96,000
3.	Indirect Costs	\$34,000	\$34,000	\$34,000	\$34,000		\$136,000
4.	Total Personnel Costs	\$78,000	\$78,000	\$78,000	\$78,000		\$ 312,000
	OPERATING COSTS*						
5.	Direct Costs	\$16,000	\$16,000	\$16,000	\$16,000		\$64,000
6.	Indirect Costs	\$3,000	\$3,000	\$3,000	\$3,000		\$12,000
7.	Total Operating Costs	\$19,000	\$19,000	\$19,000	\$19,000		\$76,000
	NON-RECURRING COSTS (equipment, technology)						
8.	Laptops, iPads, other equipment and technology	\$15,000					\$15,000
9.							
10.	Total non-recurring costs	\$15,000					\$15,000
	CONSULTANT COSTS / CONTRACTS (clinical, training, facilitator, evaluation)						
11.	Direct Costs	\$56,798	\$46,722	\$45,477	\$44,624		\$193,621
12.	Indirect Costs	\$1,307	\$4,959	\$3,930	\$3,914		\$14,110
13.	Total Consultant Costs	\$58,105	\$51,681	\$49,407	\$48,538		\$207,731
	OTHER EXPENDITURES (please explain in budget narrative)						

Attachment: PADs Innovations Project v5ks Final_draft.docx (RES-2021-619 : Agreement with Syracuse University)

14.							
15.							
16.	Total Other Expenditures						\$
	BUDGET TOTALS						
	Personnel (total of line 1)	\$20,000	\$20,000	\$20,000	\$20,000		\$80,000
	Direct Costs (add lines 2, 5, and 11 from above)	\$96,798	\$86,722	\$85,477	\$84,624		\$353,621
	Indirect Costs (add lines 3, 6, and 12 from above)	\$38,307	\$41,959	\$40,930	\$40,914		\$ 162,111
	Non-recurring costs (total of line 10)	\$15,000					\$15,000
	Other Expenditures (total of line 16)						\$
	TOTAL INNOVATION BUDGET	\$170,105	\$148,681	\$146,407	\$145,538		\$610,731

Total Budget Context – Expenditures by Funding Source and Fiscal Year

BUDGET CONTEXT – EXPENDITURES BY FUNDING SOURCE AND FISCAL YEAR (FY)							
ADMINISTRATION:							
A.	Estimated total mental health expenditures <u>for administration</u> for the entire duration of this INN Project by FY & the following funding sources:	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	TOTAL
1.	Innovative MHSA Funds	\$4,000	\$4,000	\$4,000	\$4,000		\$16,000
2.	Federal Financial Participation						
3.	1991 Realignment						
4.	Behavioral Health Subaccount						
5.	Other funding						
6.	Total Proposed Administration	\$4,000	\$4,000	\$4,000	\$4,000		\$16,000
EVALUATION:							
B.	Estimated total mental health expenditures <u>for EVALUATION</u> for the entire duration of this INN Project by FY & the following funding sources:	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	TOTAL
1.	Innovative MHSA Funds	\$1,000	\$1,000	\$1,000	\$1,000		\$4,000
2.	Federal Financial Participation						
3.	1991 Realignment						
4.	Behavioral Health Subaccount						
5.	Other funding						
6.	Total Proposed Evaluation	\$1,000	\$1,000	\$1,000	\$1,000		\$4,000
TOTALS:							
C.	Estimated TOTAL mental health expenditures (this sum to total funding requested) for the entire duration of this INN Project by FY & the following funding sources:	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	TOTAL
1.	Innovative MHSA Funds*	\$175,105	\$153,681	\$151,407	\$150,538		\$630,731
2.	Federal Financial Participation						\$

3.	1991 Realignment						\$
4.	Behavioral Health Subaccount						\$
5.	Other funding**						\$
6.	Total Proposed Expenditures	\$175,105	\$153,681	\$151,407	\$150,538		\$630,731

* INN MHSA funds reflected in total of line C1 should equal the INN amount County is requesting

** If "other funding" is included, please explain within budget narrative.

Appendix B- Letters of Support



**California Association of Local Behavioral Health
Boards and Commissions**

April 20, 2021

Lynne Ashbeck, Chair
Mara Madrigal-Weiss, Vice Chair
Mental Health Services Oversight & Accountability Commission
& MHSOAC Commissioners
Via Email

Dear Chair Ashbeck, Vice Chair Madrigal-Weiss and Commissioners,

CALBHB/C's Governing Board is in strong support of the proposed multi-county collaborative **Psychiatric Advanced Directives (PADs) MHSA Innovation Project**.

PADs are an important tool to minimize mental health crisis and involuntary care. Drafted when a person is well enough to consider preferences for future mental health treatment, PADs allow:

- Individuals to document their preferences for mental health treatment.
- The appointment of a health proxy to interpret those preferences during a crisis.
- Use when a person becomes unable to make decisions during a mental health crisis.

This Innovation Project will help counties improve access to appropriate and effective care, while respecting a person's preferences. We are glad to see goals toward scaling the effective use of PADs throughout California, with efforts to standardize, integrate, communicate, train and provide ready access to PADs, while engaging the expertise of diverse ethnic, racial and cultural communities, "Peer Support Specialists", individuals with lived experience and their family members.

We encourage your support for the multi-county collaborative PADs MHSA Innovation Project.

Sincerely,

Harriette S. Stevens, Ed.D., President

Theresa Comstock, Executive Director

cc: Toby Ewing, Ph.D., Executive Director, MHSOAC

CALBHB/C supports the work of California's 59 local mental/behavioral health boards and commissions.
www.calbhbc.org ♦ info@calbhbc.com ♦ 717 K Street, Suite 427, Sacramento CA 95814 ♦ 916-917-5444

Attachment: PADs Innovations Project v5ks Final_draft.docx (RES-2021-619 : Agreement with Syracuse University)



nami|California

National Alliance on Mental Illness

Jessica Cruz, MPA/HS
Chief Executive Officer

Patrick Courneya, MD
Board President

Guy Qvistgaard, MFT
Past President

Chief Joseph Farrow
Vice President

Christina Roup
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Jei Africa, PsyD, MSCP
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Cindy Beck
Member

Harold Turner
Member

Armando Sandoval
Member

James Randall
Member

Gustavo Loera, EdD
Member

Andrew Bertagnolli, PhD
Member

Paul Lu
Member

NAMI California
425 University Ave., Suite 222
Sacramento, CA 95825
916-567-0163

Lynne Ashbeck, Chair
Mara Madrigal-Weiss, Vice Chair
Mental Health Services Oversight & Accountability Commission
& MHSAOAC Commissioners

April 26, 2021

Dear Chair Ashbek, Vice Chair Madrigal-Weiss and Commissioners,

NAMI California is in strong support of the proposed multi-county collaborative **Psychiatric Advanced Directives (PADs) MHSA Innovation Project**. PADs are an important tool to minimize mental health crisis and involuntary care. Drafted when a person is well enough to consider preferences for future mental health treatment, PADs allow:

- Individuals to document their preferences for mental health treatment.
- The appointment of a health proxy to interpret those preferences during a crisis.
- Use when a person becomes unable to make decisions during a mental health crisis.

This Innovation Project will help counties improve access to appropriate and effective care, while respecting a person's preferences. We are glad to see goals toward scaling the effective use of PADs throughout California, with efforts to standardize, integrate, communicate, train and provide ready access to PADs, while engaging the expertise of diverse ethnic, racial and cultural communities, "Peer Support Specialists", individuals with lived experience and their family members.

We encourage your support for the multi-county collaborative PADs MHSA Innovation Project.

Sincerely,

Jessica Cruz, MPA/HS
CEO
NAMI California

Appendix C- CPPP Presentation Flyers

PSYCHIATRIC ADVANCED DIRECTIVES INFORMATIONAL PRESENTATION

MARCH 18, 2021
10:00AM-11:30AM

PLEASE JOIN US FOR AN INFORMATIONAL
SESSION TO LEARN ABOUT PSYCHIATRIC
ADVANCED DIRECTIVES (PADs).

Mental Health Lawyer and Consumer Advocate **Laurie Hallmark** will discuss advocacy for people living with serious mental illness. Topics will include the use of PADs as a foundation for Supportive Decision Making and how PADs can assist in the reduction of recidivism within the cycle of incarceration, homelessness, and hospitalization. Ms. Hallmark is employed by the Texas Rio Grande Legal Aid, as a Special Projects Director for Mental Health Programs and is an advisor to the State of California MHSA multi-county Innovations PADs Project.

Who should attend:

Behavioral Health Advisory Boards and Commissions, Board of Supervisors, Law Enforcement, Public Guardians, County Mental Health Plans, local NAMI chapter and MHSA Stakeholders.

Zoom Information:

You are invited to a Zoom meeting.

When: Mar 18, 2021 10:00 AM Pacific Time
(US and Canada)

Register in advance for this meeting:

<https://zoom.us/join/zoom/register/tJcruCrrD4pG9DvPcRGG2uPXMDaDa8bfdJ2>

After registering, you will receive a confirmation email containing information about joining the meeting.

For additional questions, please contact your county MHSA Coordinator or Kiran Sahota at ksahota@conceptsforward.com

Interested Counties:



DEPARTMENT of
BEHAVIORAL
HEALTH



MONTEREY COUNTY
BEHAVIORAL HEALTH
Avanzando Juntos Forward Together



Shasta County
Health & Human
Services Agency

This presentation is in accordance with the Mental Health Services Act, Community Program Planning Process; CCR, 9 CA ADC § 3200, 3200.060, 3200.270, 3200.90, 3300, 3315, 3320 & WIC 5848(a,b,f) & 5604.2(4).

Packet Pg. 185

PRESENTACIÓN INFORMATIVA SOBRE LAS DECLARACIONES DE VOLUNTAD PSIQUIÁTRICA ANTICIPADA

MARZO 18, 2021
10:00AM-11:30AM

LES INVITAMOS A UNA SESIÓN INFORMATIVA
PARA APRENDER SOBRE LAS
DECLARACIONES DE VOLUNTAD
PSIQUIÁTRICA ANTICIPADA (PADs, POR SUS
SIGLAS EN INGLÉS).

Laurie Hallmark, licenciada en salud mental y defensora del consumidor, hablará sobre la defensa de personas que viven con enfermedades mentales graves. Los temas a tratar incluyen el uso de PADs como base para la toma de decisiones de apoyo, y cómo las PADs pueden ayudar a reducir la reincidencia en el ciclo de encarcelamientos. La Srta. Hallmark trabaja como Directora de Proyectos Especiales del Programa de Salud Mental en la Fundación de Asistencia Legal Texas Rio Grande, y además es asesora en el proyecto Innovations PADs que es parte de la Ley de Servicios de Salud Mental (MHSA) del estado de California y en el que participan varios condados.

Quién debe asistir: Comités y juntas asesoras de salud conductual, consejos de regidores, agencias de seguridad, defensores públicos, representantes de salud mental de los condados, delegaciones NAMI locales y grupos de interés en la ley MHSA.

Información de Zoom:

Está usted invitado a una reunión de Zoom:

Cuándo: 18 Marzo, 2021 10:00 AM hora Pacífico (EEUU y Canadá)

Inscribase por adelantado para la reunión:

<https://zoom.us/join/zoom/register/tJrcuCrD4pG9DvPcRGG2uPXMDaDa8bfdJ2>

Tras inscribirse recibirá un correo electrónico de confirmación con la información sobre cómo asistir a la reunión. Si tiene más preguntas por favor póngase en contacto con el Coordinador MHSA de su condado o con Kiran Sahota ksahota@conceptsforward.com

Condados interesados:



**MONTEREY COUNTY
BEHAVIORAL HEALTH**
Avanzando Juntos Forward Together



**Shasta County
Health & Human
Services Agency**

**DEPARTMENT of
BEHAVIORAL
HEALTH**

Esta presentación se realiza de acuerdo con el Proceso de Planificación del Programa Comunitario de la Ley de Servicios de Salud Mental.CCR, 9 CA ADC § 3200, 3200.060, 3200.270, 3200.90, 3300, 3315, 3320 & WIC 58406.1, 58406.2, 58406.3, 58406.4, 58406.5, 58406.6, 58406.7, 58406.8, 58406.9, 58406.10, 58406.11, 58406.12, 58406.13, 58406.14, 58406.15, 58406.16, 58406.17, 58406.18, 58406.19, 58406.20, 58406.21, 58406.22, 58406.23, 58406.24, 58406.25, 58406.26, 58406.27, 58406.28, 58406.29, 58406.30, 58406.31, 58406.32, 58406.33, 58406.34, 58406.35, 58406.36, 58406.37, 58406.38, 58406.39, 58406.40, 58406.41, 58406.42, 58406.43, 58406.44, 58406.45, 58406.46, 58406.47, 58406.48, 58406.49, 58406.50, 58406.51, 58406.52, 58406.53, 58406.54, 58406.55, 58406.56, 58406.57, 58406.58, 58406.59, 58406.60, 58406.61, 58406.62, 58406.63, 58406.64, 58406.65, 58406.66, 58406.67, 58406.68, 58406.69, 58406.70, 58406.71, 58406.72, 58406.73, 58406.74, 58406.75, 58406.76, 58406.77, 58406.78, 58406.79, 58406.80, 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PSYCHIATRIC ADVANCED DIRECTIVES INFORMATIONAL PRESENTATION

APRIL 1, 2021
10:00AM-11:30AM

PLEASE JOIN US FOR AN INFORMATIONAL
SESSION TO LEARN ABOUT PSYCHIATRIC
ADVANCED DIRECTIVES (PADs).

Mental Health Lawyer and Consumer Advocate **Laurie Hallmark** will discuss advocacy for people living with serious mental illness. Topics will include the use of PADs as a foundation for Supportive Decision Making and how PADs can assist in the reduction of recidivism within the cycle of incarceration, homelessness, and hospitalization. Ms. Hallmark is employed by the Texas Rio Grande Legal Aid, as a Special Projects Director for Mental Health Programs and is an advisor to the State of California MHSA multi-county Innovations PADs Project.

Who should attend:

Consumers and Consumer Advocacy Groups, Peers,
Consumer service providers and MHSA Stakeholders.

Zoom Information:

You are invited to a Zoom meeting.

When: April 1, 2021 10:00 AM Pacific Time
(US and Canada)

Register in advance for this meeting:

<https://zoom.us/meeting/register/tJcsdemhrzosG90zrcNna9hh1M-GwDyaNlt>

After registering, you will receive a confirmation email containing information about joining the meeting.

For additional questions, please contact your county MHSA Coordinator or Kiran Sahota at ksahota@conceptsforward.com

Interested Counties:



DEPARTMENT of
BEHAVIORAL
HEALTH



MONTEREY COUNTY
BEHAVIORAL HEALTH
Avanzando Juntos Forward Together



Shasta County
Health & Human
Services Agency

This presentation is in accordance with the Mental Health Services Act, Community Program Planning Process; CCR, 9 CA ADC § 3200, 3200.060, 3200.270, 3200.90, 3300, 3315, 3320 & WIC 5848(a,b,f) & 5604.2(4).

Packet Pg. 187

PRESENTACIÓN INFORMATIVA SOBRE LAS DECLARACIONES DE VOLUNTAD PSIQUIÁTRICA ANTICIPADA

ABRIL 1, 2021
10:00AM-11:30AM

LES INVITAMOS A UNA SESIÓN INFORMATIVA
PARA APRENDER SOBRE LAS
DECLARACIONES DE VOLUNTAD
PSIQUIÁTRICA ANTICIPADA (PADs, POR SUS
SIGLAS EN INGLÉS).

Laurie Hallmark, licenciada en salud mental y defensora del consumidor, hablará sobre la defensa de personas que viven con enfermedades mentales graves. Los temas a tratar incluyen el uso de PADs como base para la toma de decisiones de apoyo, y cómo las PADs pueden ayudar a reducir la reincidencia en el ciclo de encarcelamientos. La Srta. Hallmark trabaja como Directora de Proyectos Especiales del Programa de Salud Mental en la Fundación de Asistencia Legal Texas Rio Grande, y además es asesora en el proyecto Innovations PADs que es parte de la Ley de Servicios de Salud Mental (MHSA) del estado de California y en el que participan varios condados.

Quién debe asistir: Consumidores y grupos de defensa del consumidor, personas interesadas, proveedores de servicios al consumidor y grupos de interés en la ley MHSA.

Información de Zoom:

Está usted invitado a una reunión de Zoom:

Cuándo: 18 Marzo, 2021 10:00 AM hora
Pacífico (EEUU y Canadá)

Inscribase por adelantado para la reunión:

<https://zoom.us/join/zoom/register/tJrcuCrrD4pG9DvPcRGG2uPXMDaDa8bfdJ2>

Tras inscribirse recibirá un correo electrónico de confirmación con la información sobre cómo asistir a la reunión. Si tiene más preguntas por favor póngase en contacto con el Coordinador MHSA de su condado o con Kiran Sahota ksahota@conceptsforward.com

Condados interesados:



DEPARTMENT of
BEHAVIORAL
HEALTH



MONTEREY COUNTY
BEHAVIORAL HEALTH
Avanzando Juntos Forward Together



Shasta County
Health & Human
Services Agency

Esta presentación se realiza de acuerdo con el Proceso de Planificación del Programa Comunitario de la Ley de Servicios de Salud Mental.CCR, 9 CA ADC § 3200, 3200.060, 3200.270, 3200.90, 3300, 3315, 3320 & WIC 58406.1, 58406.2, 58406.3, 58406.4, 58406.5, 58406.6, 58406.7, 58406.8, 58406.9, 58406.10, 58406.11, 58406.12, 58406.13, 58406.14, 58406.15, 58406.16, 58406.17, 58406.18, 58406.19, 58406.20, 58406.21, 58406.22, 58406.23, 58406.24, 58406.25, 58406.26, 58406.27, 58406.28, 58406.29, 58406.30, 58406.31, 58406.32, 58406.33, 58406.34, 58406.35, 58406.36, 58406.37, 58406.38, 58406.39, 58406.40, 58406.41, 58406.42, 58406.43, 58406.44, 58406.45, 58406.46, 58406.47, 58406.48, 58406.49, 58406.50, 58406.51, 58406.52, 58406.53, 58406.54, 58406.55, 58406.56, 58406.57, 58406.58, 58406.59, 58406.60, 58406.61, 58406.62, 58406.63, 58406.64, 58406.65, 58406.66, 58406.67, 58406.68, 58406.69, 58406.70, 58406.71, 58406.72, 58406.73, 58406.74, 58406.75, 58406.76, 58406.77, 58406.78, 58406.79, 58406.80, 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Presentación informativa sobre las Declaraciones de Voluntad Psiquiátrica Anticipada

**Abril 7, 2021
10:00AM-11:30AM**

Les invitamos a una sesión informativa para aprender sobre las **declaraciones de voluntad psiquiátrica anticipada (PADs, por sus siglas en inglés)**.

Laurie Hallmark, licenciada en salud mental y defensora del consumidor, hablará sobre la defensa de personas que viven con enfermedades mentales graves. Los temas a tratar incluyen el uso de PADs como base para la toma de decisiones de apoyo, y cómo las PADs pueden ayudar a reducir la reincidencia en el ciclo de encarcelamientos. La Srta. Hallmark trabaja como Directora de Proyectos Especiales del Programa de Salud Mental en la Fundación de Asistencia Legal Texas Rio Grande, y además es asesora en el proyecto Innovations PADS que es parte de la Ley de Servicios de Salud Mental (MHSA) del estado de California y en el que participan varios condados.

Quién debe asistir: Comités y juntas asesoras de salud conductual, consejos de regidores, agencias de seguridad, defensores públicos, representantes de salud mental de los condados, delegaciones NAMI locales y grupos de interés en la ley MHSA.

Información de Zoom:

Está usted invitado a una reunión de Zoom:

Cuándo: 7 Abril, 2021 10:00 AM hora Pacífico (EEUU y Canadá)

Inscríbase por adelantado para la reunión:

<https://usclaw.zoom.us/meeting/register/tJMqc-2trD8jE9GLcWC77DAfE6AkMBRfCZrX>

Tras inscribirse recibirá un correo electrónico de confirmación con la información sobre cómo asistir a la reunión. Si tiene más preguntas por favor póngase en contacto con el Coordinador MHSA de su condado o con Kiran Sahota ksahota@conceptsforward.com o USC's Saks Institute Director Christopher Schnieders at cschnieders@law.usc.edu

Condados interesados:



DEPARTMENT of
BEHAVIORAL
HEALTH

Esta presentación se realiza de acuerdo con el Proceso de Planificación del Programa Comunitario de la Ley de Servicios de Salud Mental.CCR, 9 CA ADC § 3200, 3200.060, 3200.270, 3200.90, 3300, 3315, 3320 & WIC 5848(a,b,f) & 5604.2(4).

Presentación informativa sobre la toma de decisiones con apoyo

**20 DE ABRIL DE 2021
10:00AM-11:30AM**

**LES INVITAMOS A UNA SESIÓN INFORMATIVA PARA
APRENDER SOBRE LA TOMA DE DECISIONES CON APOYO
(TDA O SDM, POR SUS SIGLAS EN INGLÉS).**

Abogados especializados en salud mental y defensores del consumidor nos hablarán sobre la autonomía y el derecho de tomar decisiones para las personas que viven con una enfermedad mental grave. La presentación se centrará en el conocimiento del proceso de la Toma de Decisiones con Apoyo. Los ponentes incluyen a Elyn Saks (Fundadora del Instituto Saks); Jonathan Martinis con Peter Blanck (Instituto Burton Blatt); Laurie Hallmark (Ayuda Legal de Texas, Río Grande) y Rayshell Chambers con Tristan Scremin (Painted Brain) – colaboradores del Proyecto de Innovaciones para las Declaraciones de Voluntad Psiquiátrica Anticipada (PAD) de acuerdo con la Ley de Servicios de Salud Mental (MHSA).

¿Quién debería asistir:

Consejos de Asesoría y Comisiones sobre la Salud Conductual, La Junta de Supervisores, Personal del Orden Público, Tutores Públicos, Personal de Planes sobre Salud Mental del Condado, el capítulo local de NAMI y los sectores interesados en asuntos relacionados con la ley MHSA.

Información sobre Zoom:

Está usted invitado a una reunión en Zoom:

Cuándo: 20 de abril de 2021 10:00 AM hora del Pacífico (Estados Unidos y Canadá)

Inscríbese con anticipación para la reunión:

<https://usclaw.zoom.us/meeting/register/tJwuce6rDkrHdb1H3VDmXuEdM3i2RI-Is4Y>

Después de inscribirse recibirá un correo electrónico de confirmación con la información sobre cómo asistir a la reunión.

Si tiene preguntas adicionales favor de comunicarse con el Director del Instituto Saks de la Universidad del Sur de California (USC)

Christopher Schnieders en

cschnieders@law.usc.edu o el Coordinador sobre la ley MHSA de su condado o con Kiran Sahota en ksahota@conceptsforward.com

Condados Interesados:



**DEPARTMENT of
BEHAVIORAL
HEALTH**



**MONTEREY COUNTY
BEHAVIORAL HEALTH**
Avanzando Juntos Forward Together



**Shasta County
Health & Human
Services Agency**

Esta presentación se realiza de acuerdo con el Proceso de Planificación del Programa Comunitario sobre la Ley de Servicios de Salud Mental; CCR 9 CA ADC § 3200, 3200.060, 3200.270, 3200.90, 3300, 3315, 3320 & WIC 5848(a,b,f) & 5604.2(4).

Psychiatric Advance Directives and the Importance of Choice

Saks Institute for Mental Health Law, Policy, and
Ethics supported by California's Mental Health
Services Oversight & Accountability Commission

PRESENTS

SPRING SYMPOSIUM 2021

PSYCHIATRIC ADVANCE DIRECTIVES AND THE IMPORTANCE OF CHOICE



WEDNESDAY
MAY 5, 2021



10:00AM – 2:00PM

Join Peers, Consumer Advocates, Mental Health Lawyers and Professionals for a discussion about autonomy and choice for people living with serious mental illness.

This virtual symposium will focus on understanding Psychiatric Advance Directives as a form of Supported Decision-Making – and the State of California's MHSOAC multi-county Innovations PADs Project.



REGISTER ONLINE:

saks2021symposium.eventbrite.com



VIEW ONLINE SCHEDULE:

gould.usc.edu/faculty/centers/saks/events/symposium-2021

FOR ADDITIONAL QUESTIONS, PLEASE CONTACT



CHRISTOPHER SCHNIEDERS



CSCHNIEDERS@LAW.USC.EDU



KIRAN SAHOTA



KSAHOTA@CONCEPTSFORWARD.COM

Appendix D- Sample PAD template

Advance Health Care Directive of _____
(Your name)

Instructions Included in My Directive

Put a check mark in the left-hand column for each section you have completed.

#	PART I Appointment of an Agent for Healthcare
1 ☐	Designation of Health Care Agent Designation of Alternate Health Care Agent
2 ☐	Authority Granted to My Agent
3 ☐	My choice as to a Court Appointed Conservator
#	PART II(a) Statement of Individual Mental Health Care Instructions
4 ☐	Who, In Addition to My Health Care Agent, Should Be Notified Immediately of My Admission To a Psychiatric Facility?
5 ☐	My Choice of Treatment Facility and Choices for Alternatives to Hospitalization If 24-Hour Care is Deemed Medically Necessary for My Safety and Well-being
6 ☐	My Primary Physician who is to Have Primary Responsibility for my Mental Health Care is:
7 ☐	My Choices about primary Physicians Who Will Treat Me if I Am Hospitalized and my Primary Physician is Unavailable
8 ☐	My Choices Regarding Methods for Avoiding Emergency Situations
9 ☐	My Choices Regarding Emergency Interventions
9(a) ☐	My Choices Regarding Routine Medications for Psychiatric Treatment
9(b) ☐	My Choices Regarding Emergency Psychiatric Medication
10 ☐	My Choices Regarding Electroconvulsive Therapy
11 ☐	The Following People Are to be Prohibited from Visiting Me
12 ☐	Other Instructions About Mental Health Care

#	PART II(b) Individual Physical Health Care Instructions
13 ☐	My Primary Physician who is to Have Primary Responsibility for my Physical Health Care is:
14 ☐	Statement of Desires, Special Provisions and Limitations
15 ☐	My Choices Regarding Experimental Studies and Drug Trials
16 ☐	My Instructions Regarding Life Sustaining Treatment
17 ☐	My Choices Regarding Contribution of Anatomical Gift
18 ☐	My Instructions Regarding Autopsy
19 ☐	Choices Regarding Disposition of My Remains

Advance Health Care Directive of _____
(Your name)

**PART I
APPOINTMENT OF AN AGENT FOR HEALTH CARE**

****MAKE SURE YOU GIVE YOUR AGENT
A COPY OF ALL SECTIONS OF THIS DOCUMENT****

If no agent is designated under the Power of Attorney for Health Care section of this document, or if the agent cannot be located, health care providers must still follow any Individual Health Care Instructions contained in this document. Cal. Probate Code Sections 4670, 4671. An agent has priority over any other person in making health care decisions for the patients. Cal. Probate Code Section 4685.

STATEMENT OF INTENT TO APPOINT AN AGENT:

I, (your name) _____, being of sound mind, authorize a health care agent to make certain decisions of my behalf regarding my health treatment when I am incompetent to do so unless I mark this box ☐, in which case my agent's authority to make health care decisions for me takes effect immediately. I intend that those decisions should be made in accordance with my expressed wishes as set forth in this document. If I have not expressed a choice in this document, I authorize my agent to make the decision that my agent determines is the decision I would make if I were competent to do so.

1. Designation of Health Care Agent

A. I hereby designate and appoint the following person as my agent to make health care decisions for me as authorized in this document. This person is to be notified immediately of my admission to a psychiatric facility.

Name: _____

Address: _____

City, State, Zip Code: _____

Day Phone: _____ Evening Phone: _____

Pager: _____ Cell Phone: _____

Designation of Alternate Health Care Agent

If the person named above is unavailable, unable or unwilling to serve as my agent, I hereby appoint and desire immediate notification of my alternative agent as follows:

Name: _____

Address: _____

City, State, Zip Code: _____

Day Phone: _____ Evening Phone: _____

Pager: _____ Cell Phone: _____

2. Authority Granted to My Agent

If I become incapable of giving informed consent to health care treatment, or if I marked the box under "Statement of Intent to Appoint an Agent" causing my agent's authority to make decisions for me to immediately become effective, I hereby grant to my agent full power and authority to make health care decisions for me, including the right to consent, refuse consent, or withdraw consent to any health care, treatment, service or procedure, consistent with any instructions and/or limitations I have set forth in this advance directive EXCEPT as I state here. If I have not expressed a choice in this advance directive, I authorize my agent to make the decision that my agent determines is the decision I would make if I were competent to do so.

3. My Choice as to a Court-Appointed Conservator

In the event a court decides to appoint a conservator who will make decisions regarding my health treatment, I desire the following person to be appointed:

Name: _____ Relationship: _____

Address: _____

City, State, Zip Code: _____

Day Phone: _____ Evening Phone: _____

Pager: _____ Cell Phone: _____

The appointment of a conservator or other decision maker shall not give the conservator or decision maker the power to revoke, suspend, or terminate my individual health care instructions or the powers of my agent.

****MAKE SURE YOU GIVE YOUR AGENT AND ALTERNATE AGENT
A COPY OF ALL SECTIONS OF THIS DOCUMENT****

Advance Health Care Directive of _____
(Your name)

PART II(a)
STATEMENT OF INDIVIDUAL
MENTAL HEALTH CARE INSTRUCTIONS

In this part, you state how you wish to be treated (such as which hospital you wish to be taken to, which medications you prefer) if you become incapacitated or unable to express your own wishes. If you want a paragraph to apply, put your initials before the paragraph letter. If you do not want the paragraph to apply to you, leave the line blank.

NO INDIVIDUAL MENTAL OR PHYSICAL HEALTH CARE INSTRUCTION CONTAINED IN THIS DOCUMENT MAY BE CARRIED OUT AGAINST MY WISHES.

4. Who, In Addition to My Health Care Agent, Should Be Notified Immediately of My Admission To a Psychiatric Facility? *Be sure to include the agent and any alternate agent you designate in your Durable Power of Attorney, if you have one.*

Name: _____

Address: _____

City, State, Zip Code: _____

Day Phone: _____ Evening Phone: _____

Pager: _____ Cell Phone: _____

Name: _____

Address: _____

City, State, Zip Code: _____

Day Phone: _____ Evening Phone: _____

Pager: _____ Cell Phone: _____

Name: _____

Address: _____

City, State, Zip Code: _____

Day Phone: _____ Evening Phone: _____

Pager: _____ Cell Phone: _____

Name: _____

Address: _____

City, State, Zip Code: _____

Day Phone: _____ Evening Phone: _____

Pager: _____ Cell Phone: _____

5. My Choice of Treatment Facility and Choices for Alternatives to Hospitalization If 24-Hour Care is Deemed Medically Necessary for My Safety and Well-being

- ☐ A. In the event my psychiatric condition is serious enough to require 24-hour care and I have no physical conditions that require immediate access to emergency medical care, I would prefer to receive this care at the following programs/facilities instead of psychiatric hospitalization.

Facility's Name: _____

Reason: _____

Facility's Name: _____

Reason: _____

Facility's Name: _____

Reason: _____

- ☐ B. In the event I am to be admitted to a hospital for 24-hour care, I would prefer to receive care at the following hospitals:

Facility's Name: _____

Reason: _____

Facility's Name: _____

Reason: _____

Facility's Name: _____

Reason: _____

- ☐ C. I do not wish to be admitted to the following hospitals or programs/facilities for psychiatric care for the reasons I have listed:

Facility's Name: _____

Reason: _____

Facility's Name: _____

Reason: _____

Facility's Name: _____

Reason: _____

6. My Primary Physician who is to Have Primary Responsibility for my Mental Health Care is:

Dr. _____ Phone _____

Address _____ Pager _____

City, State, Zip _____

7. My Choices about the Physicians Who Will Treat Me if I Am Hospitalized and my Primary Physician is Unavailable

Put your initials before the letter and complete if you wish either or both paragraphs to apply.

☐ A. My choice of treating physician if the above physician is unavailable is:

Dr. _____ Phone _____

Address _____

OR if neither is available

Dr. _____ Phone _____

OR if none of the above is available

Dr. _____ Phone _____

☐ B. I do not wish to be treated by the following, for the reasons stated:

Dr. _____ Reason: _____

OR

Dr. _____ Reason: _____

OR

Dr. _____ Reason: _____

8. My Choices Regarding Methods for Avoiding Emergency Situations

If during my admission or commitment to a mental health treatment facility it is determined that I am engaging in behavior that **may** make emergency intervention necessary, I prefer the following choices to help me regain control:

Fill in numbers, giving 1 to your first choice, 2 to your second, and so on until each has a number. If your choice is not listed, write it in after "other" and give it a number as well.

- ☐ Provide a quiet private place
- ☐ Have a staff member of my choice talk with me one-on-one
- ☐ Allow me to engage in physical exercise
- ☐ Offer me recreational activities
- ☐ Assist me with telephoning a friend or family member
- ☐ Offer me the opportunity to take a warm bath
- ☐ Offer me medication
- ☐ Offer me a cigarette
- ☐ Allow me to go outside
- ☐ Provide me with materials to journal or do artwork
- ☐ Offer me assistance with breathing or calming exercises
- ☐ Provide me with a radio to listen to
- ☐ Other: _____
- _____
- _____
- _____

9(a). My Choice Regarding *Routine* Medications for Psychiatric Treatment

In this section, you may choose any of the paragraphs A-G that you wish to apply. Be sure to initial those you choose.

If it is determined that I am not legally competent to consent to or to refuse medications relating to my mental health treatment, my wishes are as follows:

____ A. I consent to the medications agreed to by my agent, after consultation with my treating physician and any other individuals my agent may think appropriate, with the reservations, if any, described in (D) below.

____ B. I consent to and authorize my agent to consent to the administration of:

Medication Name or Medication Type	Not to exceed the following dosage/day	OR	In such dosage(s) as determined by
_____	_____		Dr. _____
_____	_____		Or if unavailable, then by
_____	_____		Dr. _____
_____	_____		
_____	_____		
_____	_____		
_____	_____		
_____	_____		

____ C. I consent to the medications deemed appropriate by Dr. _____ ,
whose address and phone number are: _____

9(a) Continued

☐ D. I specifically do not consent and I do not authorize my agent to consent to the administration of the following medications or their respective brand name, trade name, or generic equivalents:

Name of Drug	Reason for Refusal
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

☐ E. I am willing to take the medications excluded in (D) above if my only reason for excluding them is their side effects and the dosage can be adjusted to eliminate those side effects.

☐ F. I am concerned about the side effects of medications and do **not** consent or authorize my agent to consent to any medication that has any of the side effects I have checked below at 1% or greater level of incidence (*check all that apply*).

- | | |
|---|---|
| ☐ Tardive dyskinesia | ☐ Tremors |
| ☐ Loss of Sensation | ☐ Nausea/vomiting |
| ☐ Motor Restlessness | ☐ Neuroleptic Malignant Syndrome |
| ☐ Seizures | ☐ Other _____ |
| ☐ Muscle/skeletal rigidity | _____ |
| | _____ |

☐ G. I have the following other choices about psychiatric medications:

9(b) My Choices Regarding *Emergency* Psychiatric Medication

If during my admission or commitment to a mental health facility, it is determined that I am engaging in behavior that requires emergency psychiatric medication, I prefer the following medication:

Medication Name or Medication Type	Not to exceed the following dosage/day	OR	In such dosage(s) as determined by
_____	_____		Dr. _____
_____	_____		Or if unavailable, then by
_____	_____		Dr. _____
_____	_____		
_____	_____		
_____	_____		
_____	_____		

The choices expressed in this section regarding medication in emergency situations do not constitute consent to use of the medication for non-emergency treatment.

10. My Choices Regarding Electroconvulsive Therapy

☐

A. I **do not** consent to administration of electroconvulsive therapy.

B. Under California law, this Directive **cannot** be used to consent for electroconvulsive therapy. However, if I am administered electroconvulsive therapy, I have the following choices:

- ☐ I will be administered no more than the following number of treatments ____.
- ☐ I will be administered the number of treatments deemed appropriate by
Dr. _____, whose phone number and address is:
_____.

11. The Following People Are to be Prohibited from Visiting Me:

Name	Relationship

12. Other Instructions About Mental Health Care

(You may attach additional pages if you need more space to complete your statement. If you attach additional pages, you must sign and date EACH of the additional pages at the same time you sign and date this document.)

Advance Health Care Directive of _____
(Your name)

PART II(b)
INDIVIDUAL PHYSICAL HEALTH CARE INSTRUCTIONS

NO INDIVIDUAL MENTAL OR PHYSICAL HEALTH CARE INSTRUCTION CONTAINED IN THIS DOCUMENT MAY BE CARRIED OUT AGAINST MY WISHES

13. My Primary Physician who is to have primary responsibility for my physical health care is:

Dr. _____ Phone _____
Address _____ Pager _____
City, State, Zip Code: _____

OR if the above physician is unavailable, then I request:

Dr. _____ Phone _____
Address: _____
City, State, Zip Code: _____

OR if neither of the above is available, then I request:

Dr. _____ Phone _____
Address: _____
City, State, Zip Code: _____

I specifically do not want to be treated by the following physicians:

Dr. _____ Reason: _____
OR _____

Dr. _____ Reason: _____
OR _____

Dr. _____ Reason: _____

14. Statement of Desires, Special Provisions and Limitations

☐ A. I specifically express the following desires concerning these health care decisions:

☐ B. And I specifically limit this Advance Directive as follows:

(You may attach additional pages if you need more space to complete your statement. If you attach additional pages, you must sign and date EACH of the additional pages at the same time you sign and date this document.)

15. My Choices Regarding Experimental Studies and Drug Trials

☐ I **will not** participate in experimental studies or drug trials.

Under recent changes to California law, a health care agent, if one has been appointed, a conservator, a family member, or domestic partner may consent to participation in a medical experiment on behalf of a person who is unable to consent under very specific circumstances. See Health and Safety Code, section 24178 for a list of these specific circumstances.

Complete this section **only** if you do not consent to participation in medical experiments under any circumstances.

16. My Instructions Regarding Life Sustaining Treatment

☐ A. I **do not** want my life to be prolonged and I **do not** want life-sustaining treatment to be provided or continued: (1) if I am in an irreversible coma or persistent vegetative state; or (2) if I am terminally ill and the application of life sustaining procedures would serve only to artificially delay the moment of my death; or (3) under any other circumstances where the burdens of treatment outweigh the expected benefits. I want the relief of suffering and the quality as well as the possible extension of my life considered in making decisions concerning life-sustaining treatment.

OR

☐ B. I want my life to be prolonged and I want life sustaining treatment to be provided **unless I am in a coma or vegetative state** which my doctor reasonably believes to be irreversible. Once my doctor has reasonably concluded that I will remain unconscious for the rest of my life, I **do not** want life-sustaining treatment to be provided or continued.

OR

☐ C. I want my life to be prolonged to the greatest extent possible without regard to my condition, the chances I have for recovery or the cost of procedures.

AND/OR

☐ D. I specifically express the following desires concerning life-sustaining treatment.

17. My Choices Regarding Contribution of Anatomical Gift

If either statement reflects your desires, sign the line next to the statement. You do not have to sign either statement. If you do not wish to sign either statement, your agent (if you have one) and your family will have the authority to make a gift of all or part of your body under the Uniform Anatomical Gift Act.

☐ I **do** want to make a gift under the Uniform Anatomical Gift Act, effective upon my death, of:

☐ Any needed organs or parts; or

☐ The parts or organs listed:

(Signature)

☐ I **do not** want to make a gift under the Uniform Anatomical Gift Act, nor do I want my agent or family to do so.

(Signature)

18. My Instructions Regarding Autopsy

*If either statement reflects your desires, sign the line next to the statement. You **do not** have to sign either statement. If you do not sign either statement, your agent (if you have one) and your family will be able to authorize an autopsy.*

☐ I **do** authorize an examination of my body after death to determine the cause of my death.

(Signature)

☐ I **do not** authorize an examination of my body after death to determine the cause of my death.

(Signature)

19. Choices Regarding Disposition of my Remains

If either statement reflects your desires, sign the line beneath the statement. You do not have to sign either statement. If you do not sign either statement, your agent (if you have one) and your family will be able to direct the disposition of your remains.

☐ I **do** authorize

_____ (name) _____ (phone)

_____ (address/city/state/zip)

to direct the disposition of my remains by the following method:

☐ Burial

☐ Cremation

_____ (signature)

OR

☐ I have described the way I want my remains disposed of in:

☐ A written contract for funeral services with:

_____ (name and phone of mortuary/cemetery)

_____ (address/city/state/zip)

☐ My will.

☐ Other: _____

_____ (signature)

By signing below, I am executing this advance directive for health care and, by so doing, am revoking any prior durable power of attorney for health care.

EFFECT OF COPY: A copy of this form has the same effect as the original.

SIGNATURE: Sign and date the form here in the presence of your witnesses/notary.

(date)

(signature)

(address)

(print your name)

(city) (state)

STATEMENT OF WITNESSES: I declare under penalty of perjury under the laws of California (1) that the individual who signed or acknowledged this advance health care directive is personally known to me, or that the individual's identity was proven to me by convincing evidence, (2) that the individual signed or acknowledged this advance directive in my presence, (3) that the individual appears to be of sound mind and under no duress, fraud, or undue influence, (4) that I am not a person appointed as agent by this advance directive, and (5) that I am not the individual's health care provider, an employee of the individual's health care provider, the operator of a community care facility, an employee of an operator of a community care facility, the operator of a residential care facility for the elderly, nor an employee of an operator of a residential care facility for the elderly.

First Witness

Second Witness

(print name)

(print name)

(address)

(address)

(city) (state)

(city) (state)

(signature of witness)

(signature of witness)

(date)

(date)

ADDITIONAL STATEMENT OF WITNESSES: At least one of the above witnesses must also sign the following declaration:

I further declare under penalty of perjury under the laws of California, that I am not related to the individual executing this advance health care directive by blood, marriage, or adoption, and to the best of my knowledge, I am not entitled to any part of the individual's estate upon his or her death under a will now existing or by operation of law.

(signature of witness)

(signature of witness)

SPECIAL WITNESS REQUIREMENT: The following statement is required only if you are a patient in a skilled nursing facility – a health care facility that provides the following basic services: skilled nursing care and supportive care to patients whose primary need is for availability of skilled nursing care on an extended basis. The patient advocate or ombudsman must sign the following statement:

STATEMENT OF PATIENT ADVOCATE OR OMBUDSMAN

I declare under penalty of perjury under the laws of California that I am a patient advocate or ombudsman as designated by the State Department of Aging and that I am serving as a witness as required by Section 4675 of the Probate Code.

(date)

(signature)

(address)

(print your name)

(city) (state)

ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of California)

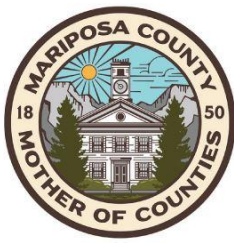
County of _____)

On _____, before me, _____ (here insert name and title of the officer), personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

WITNESS my hand and official seal.

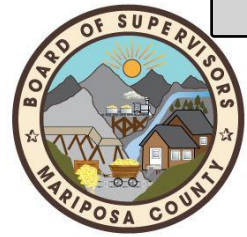
Signature: _____ (Seal)

This document is valid only if signed by two witnesses OR acknowledged before a notary public.



MARIPOSA COUNTY

Clerk of the Board of Supervisors • (209) 966-3222



I.4

RESOLUTION - ACTION REQUESTED 2021-620

MEETING: November 9, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Supervisorial District Boundary Map

RECOMMENDATION AND JUSTIFICATION:

Adopt the Map of Revised District Boundaries to Reapportion County Population as Required by Various Mandates; and Direct the Clerk of the Board to Prepare and Bring Forward an Ordinance to Adopt the Changes Prior to the December 15, 2021 Deadline.

Under the U.S. Constitution, the California State Constitution, and California Elections Code, Mariposa County is required to geographically redraw district lines every ten years, if needed, to reapportion population (as reported by the U.S. Census) among districts to ensure balanced representation.

This process began in Mariposa County on May 11, 2021, and spanned six months of enhanced public engagement to educate on the process and seek input and community of interest feedback, as well as five noticed public hearings. During the November 1st and 2nd, 2021 public hearings when the Board considered map options, and after consideration of all public input including what was received for and during the hearings, the Board modified map Option 2 to unite a community of interest in Midpines, to include Monte Vista and Vista Lago Roads as part of the Lushmeadows community of interest, and to include a census block of BLM land in District 1. Consequently, today's action is to formalize the map selection that occurred at the conclusion of the November 2, 2021 public hearing.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board began the reapportionment process on May 8, 2021, when it established the methodology by which the process would be managed. That was followed by a Board item on May 11, 2021, when the Board scheduled five public hearings, including a special Saturday meeting and one evening meeting, to receive public input.

Public hearings were held on June 8, 2021, July 17, 2021, September 14, 2021, November 1, 2021, and November 2, 2021, with draft maps considered during the November 1st and 2nd public hearings.

Prior to the current process, reapportionment last occurred in 2011.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Staff will be unable to finish the process by the statutorily defined deadline of December 15, 2021, and the responsibility to establish district boundaries will transfer to the Superior Court.

ATTACHMENTS:

Option 5 FINAL 8x11 Map (PDF)

Option 5 FINAL 8x11 Map B&W(PDF)

Option 5 FINAL STATS (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Tom Sweeney, District II Supervisor

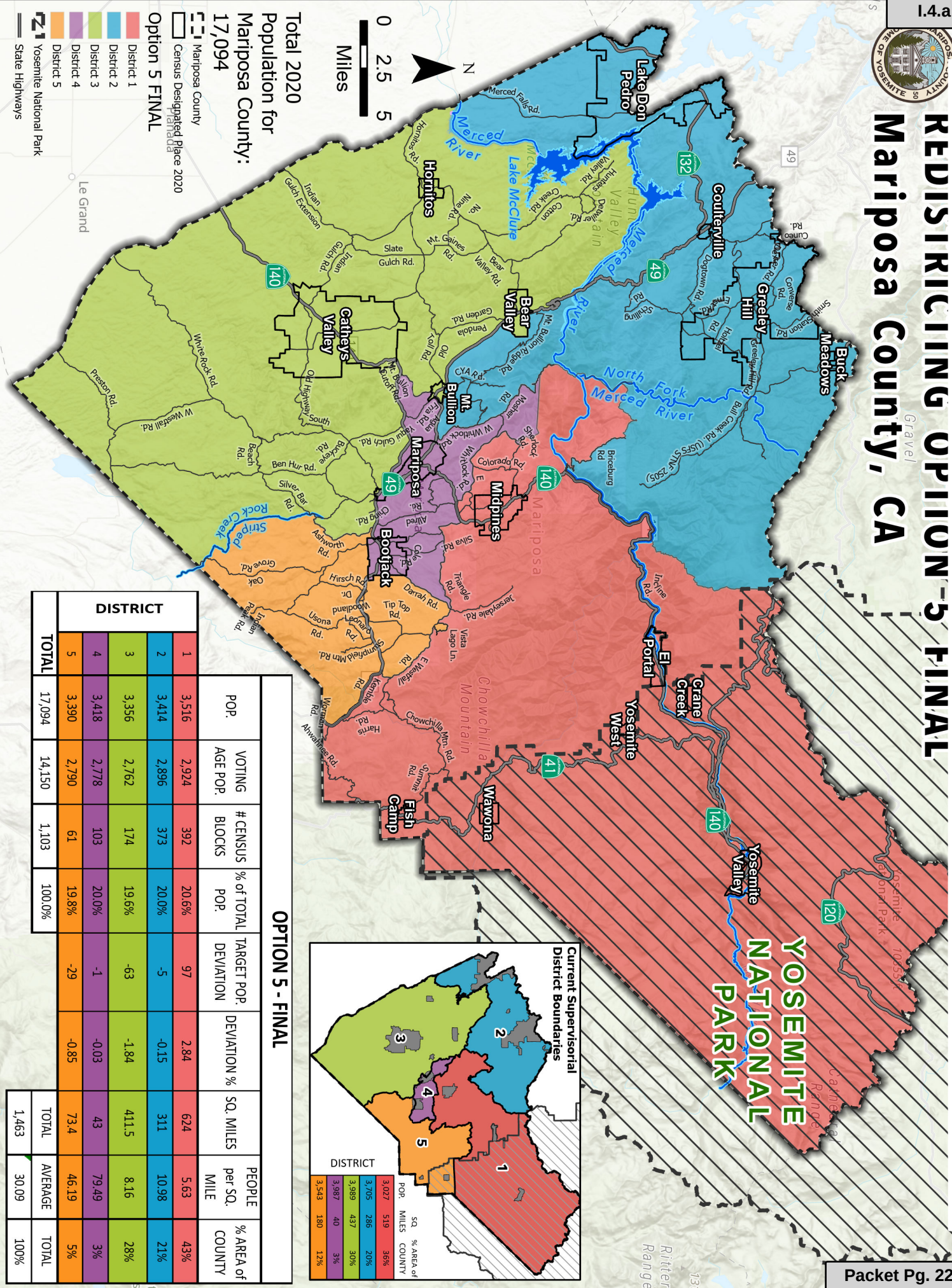
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



REDIRICING OPTION 5 FINAL

Mariposa County, CA

(d) Attachment: Option 5 FINAL Map 11x8 (RES)-2021-2026 Supervisorial District Boundary Map

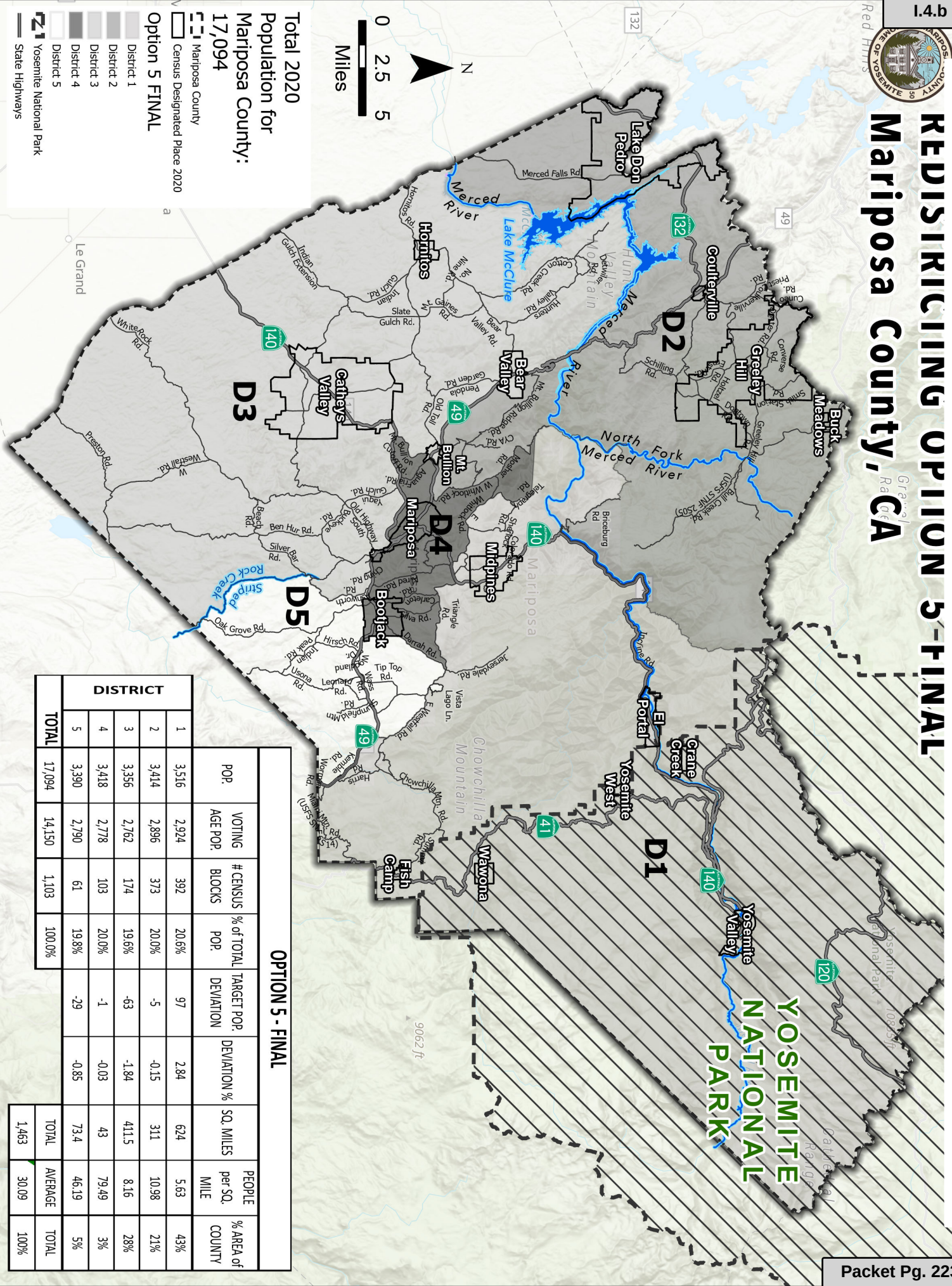




REDIRICLING OPTION 5-FINAL

Mariposa County, CA

Attachment: Option 5 FINAL 8x11 Map B&W (RES-2021-029) Supervisorial District Boundary Map



Map Date: 11/4/2021

Data Source: US Census Block Level Data 2020 & Mariposa County Planning Department.

Total 2020
Population for
Mariposa County:
17,094

Option 5 FINAL

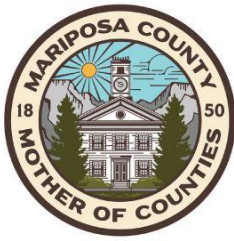
- District 1
- District 2
- District 3
- District 4
- District 5
- Yosemite National Park
- State Highways

OPTION 5 - FINAL											
		POP.	VOTING AGE POP.	# CENSUS BLOCKS	% of TOTAL POP.	TARGET POP. DEVIATION	DEVIATION %	SQ. MILES	PEOPLE per SQ. MILE	% AREA of COUNTY	
DISTRICT		1	3,516	2,924	392	20.6%	97	2.84	624	5.63	43%
		2	3,414	2,896	373	20.0%	-5	-0.15	311	10.98	21%
		3	3,356	2,762	174	19.6%	-63	-1.84	411.5	8.16	28%
		4	3,418	2,778	103	20.0%	-1	-0.03	43	79.49	3%
		5	3,390	2,790	61	19.8%	-29	-0.85	73.4	46.19	5%
TOTAL		17,094	14,150	1,103	100.0%						

	OPTION 5 - FINAL				
DISTRICT	1	2	3	4	5
POPULATION	3516	3414	3356	3418	3390
TARGET POP. DEVIATION	97	-5	-63	-1	-29
DEVIATION %	2.84	-0.15	-1.84	-0.03	-0.85
VOTING AGE POP.	2924	2896	2762	2778	2790
HISPANIC or LATINO VOTING AGE POP.	288	356	314	276	228
% HISPANIC or LATINO VOTING AGE POPULATION	9.8%	12.3%	11.4%	9.9%	8.2%
WHITE - VOTING AGE POP.	2281	2180	2138	2173	2264
% WHITE VOTING AGE POPULATION	78.0%	75.3%	77.4%	78.2%	81.1%
BLACK - VOTING AGE POP.	16	23	25	22	2
% BLACK VOTING AGE POP.	0.55%	0.79%	0.91%	0.79%	0.07%
AMERICAN INDIAN / ALASKAN NATIVE - VOTING AGE POP.	99	39	61	81	74
% AMERICAN INDIAN / ALASKAN NATIVE VOTING AGE POP.	3.39%	1.35%	2.21%	2.92%	2.65%
ASIAN - VOTING AGE POP.	48	42	42	58	51
% ASIAN VOTING AGE POP.	1.64%	1.45%	1.52%	2.09%	1.83%
# of CENSUS BLOCKS	392	373	174	103	61
TOTAL SQ. MILES	624.0	311.0	411.5	42.8	73.4

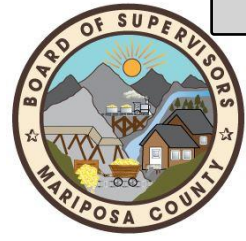
Attachment: Option 5 FINAL STATS (RES-2021-620 : Supervisorial District Boundary Map)





MARIPOSA COUNTY

Administration • 966-3222



I.5

MEETING: November 9, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Discussion and Direction on Alcoholic Beverage Licenses

RECOMMENDATION AND JUSTIFICATION:

Discussion and Direction on Alcoholic Beverage Licenses Following the Adoption of Assembly Bill 2459.

Assembly Bill (AB) 2459 authorizes the California Department of Alcoholic Beverage Control (ABC) to issue up to ten (10) additional "on-sale general licenses for bona fide public eating places in the County of Mariposa that have a seating capacity for 50 or more diners". The Mariposa County Board of Supervisors is authorized to determine the number of licenses issued in a given year, provided that no more than five additional licenses are issued in any one year.

On-sale general licenses, also known as a Type 47 license, permit the sale of beer, wine and distilled spirits for consumption on or off the premises. This license type is more permissive than a typical beer and wine license, but also must be associated with a bona fide eating place with "actual and substantial" sales of meals for consumption on the premises. Because of the breadth of sales allowed under an on-sale general license, they can be very valuable to restaurants and hotels, in particular.

While the Board of Supervisors determines how many new licenses may be issued in a given year, it does not determine which organizations are the recipients of those licenses. Those interested in a license must still apply for a license through ABC. ABC makes the final determination on distribution. Likewise, while the Board may make additional licenses available, they will only be issued if ABC receives and approves a license application.

Staff is seeking direction to understand how many Type 47 licenses, if any at all, the Board would like to release in 2022. Applications for these licenses will be available in September 2022. A formal item for approval of a given number of licenses in particular years, as directed by the Board, will be presented at a future meeting for final approval.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Agenda Item - No Resolution Requested

On January 21, 2020, the Board approved draft legislation to increase the number of alcohol licenses available in Mariposa County. The draft legislation was introduced as AB 2459 on February 19, 2020.

On March 10, 2020, the Board approved a letter of sponsorship for AB 2459.

On July 7, 2020, the Board approved a letter of support for AB 2459.

AB 2459 unanimously passed the Assembly on August 24, 2020.

AB 2459 unanimously passed the Senate on August 26, 2020.

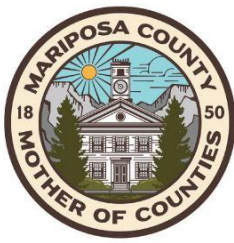
AB 2459 was signed into law on September 9, 2020.

On December 15, 2020, the Board approved the sale of five additional licenses. These licenses were awarded in October 2021 in response to six applications, leaving five remaining licenses for release in the next four years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

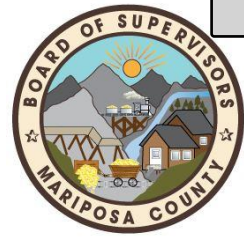
The Board may defer this discussion to a later time; no additional licenses can be issued until approved by the Board.

RESULT: DIRECTION GIVEN



MARIPOSA COUNTY

Administration • 966-3222



I.6

RESOLUTION - ACTION REQUESTED 2021-621

MEETING: November 9, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve the Recommended Employee Allocation Schedule for Fiscal Year 2021-2022

RECOMMENDATION AND JUSTIFICATION:

Approve the Recommended Employee Allocation Schedule for Fiscal Year 2021-2022 Effective Immediately.

The Board is required to review and approve employee allocations for all full time and permanent part time positions within the County on an annual basis. The approved schedule is included in the Final Budget Book which must be published in December.

This item is being presented separately from the budget because the information is more detailed than previously provided and staff needed additional time to prepare.

Following the employee allocation discussion and direction on May 25, 2021, staff committed to presenting a report that clearly shows the following:

1. Approved funded allocations
2. Approved unfunded frozen allocations
3. Recommendations for changes
4. Recommended funded allocations
5. Recommended unfunded frozen allocations

A report showing these lists is in the attached spreadsheet.

Staff hopes to return to the past practice of eliminating the "approved unfunded or frozen" allocations from the schedule on an annual basis. The FY22 schedule, however, does include a small number of allocations in that category because there are still a few positions being withheld until the County's financial situation improves following the impacts of the COVID19 pandemic.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board approves the employee allocation schedule on an annual basis so it can be included in the final budget book as required by law.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board can make amendments to the employee allocation schedule, but an employee allocation schedule must be approved by the Board in order to meet

state requirements.

ATTACHMENTS:

FY22 Employee Allocation Report (PDF)

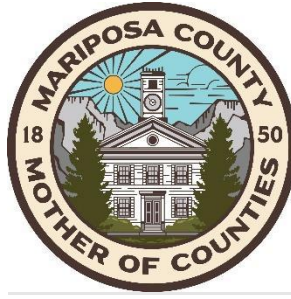
RESULT: ADOPTED AS AMENDED [UNANIMOUS]

MOVER: Tom Sweeney, District II Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

DALLIN KIMBLE
County Administrative Officer



5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338
209-966-3222
1-800-736-1252
dkimble@mariposacounty.org

To: Board of Supervisors

From: Dallin Kimble, County Administrative Officer
Leigh Westerlund, Assistant County Administrative Officer

Date: November 9, 2021

Subject: Fiscal Year 2021-2022 (FY22) Employee Allocation Schedule

County boards of supervisors are required to review and approve employee allocations for all full time and permanent part time positions on an annual basis. The approved schedule is included in the final budget that is delivered to the State by December 1.

This allocation schedule has a few format changes from prior years. In the past, unfunded positions were also unallocated. Because of the pandemic's impact on the budget, staff has been directed to maintain and track unfunded positions that were frozen as part of the pandemic budget austerity measures. The total number of allocations for any position represented here is the sum of the funded and frozen columns for that row. In addition, please note that "current allocations" refers to the approved allocations on November 2, 2021, immediately prior to the adoption of the Fiscal Year 2021-22 (FY22) budget adjustments, but inclusive on an HHSA allocation change approved during the board meeting.

The employee allocation schedule is presented in the following pages from several perspectives. First, a department-level overview allows the Board to view current and recommended allocations by funding status and the changes included in the adopted budget and balancing adjustments. Please note when viewing this document that both funded and frozen columns are adjusted to indicate a single position moving from frozen to funded (an increase in the "funded" columns results in a decrease in the "frozen" columns).

Second, total current employees are presented side-by-side with current total funded allocations and recommended total funded allocations. In this view, the Board can see where departments have additional positions left to fill. For example, Public Works has 62 employees currently on staff and 66 funded allocations, so there are four (4) vacancies. If the Board adopts the recommended changes, Public Works will have 69 total funded allocations and seven (7) vacancies.

The final perspective is a detailed report that is the official allocation schedule being submitted for the consideration and approval of the Board. Allocation detail includes department, division, and position; current allocations (funded and frozen);

recommended changes (funded and frozen); and recommended new total allocations (funded and frozen).

While most allocation lines are unchanged, staff notes the following:

1. This schedule represents all approved County positions. All positions funded through the budget process, balancing adjustments or a separate board action are included here for review, consideration and approval.
2. The Board approved funding for two frozen Sheriff deputy allocations as part of balancing adjustments. After the balancing adjustments were approved, staff discovered that funding for one Sheriff's sergeant allocation that is currently filled was not included in the adopted budget. After discussion with the Sheriff, staff recommends unfreezing only one additional deputy allocation to allow sufficient funds to be available for the sergeant already on staff. With four funded patrol deputy vacancies and only three prospective deputies completing the academy in December, there is sufficient funding, and this action will have minimal operational impact.
3. The Treasurer/Tax Collector/County Clerk has requested a reorganization of positions that is represented here. The reorganization does not change the number of allocations, but the frozen Chief Deputy Treasurer/Tax Collector position is unallocated and a frozen Accounting Technician I is recommended in its place.

As a final note, the allocation schedules included here were generated from the Enterprise Resource Planning (ERP) system and can be modified as needed for clarity. Happily, the process was much simpler with the benefit of real-time information and digital data retrieval from the ERP, instead of manual data entry in a separate shadow system spreadsheet. The Board and members of the public are welcome to provide feedback on these schedules that will improve the presentation for future years.

Thank you for your careful consideration of this information. As always, compiling the allocation schedule is a team effort and we are grateful for the auditor's office, our human resources staff, and each department for their contributions to this year's schedule and report.

FY22 Employee Allocation Departmental Overview

Current

Changes

Recommended

Row Labels	Current Approved Funded Allocations	Current Approved Frozen Allocations	Recommended Funded Allocation Changes	Recommended Frozen Allocation Changes	Recommended Funded Allocations	Recommended Frozen Unfunded Allocations
Administration Department	13	4	1	-2	14	2
Agricultural Commissioner Department	3	1	0	-1	3	0
Assessor/Recorder Department	10	1	2	-1	12	0
Auditor Department	9	0	0	0	9	0
Board of Supervisors Department	8	0	0	0	8	0
Building Department	7	0	0	0	7	0
Child Support Services Department	5	1	0	-1	5	0
County Counsel Department	3	0	0	0	3	0
District Attorney Department	13	1	0	0	13	1
Fire Department	3	0	0	0	3	0
Health and Human Services Department	192.4	1	0	0	192.4	1
Library Department	3.5	1	0	0	3.5	1
Planning Department	12	1	1	-1	13	0
Probation Department	17	1	0	0	17	1
Public Works Department	66	17	3	-15	69	2
Sheriff Department	79	7	2	-2	81	5
Treasurer Tax Collector County Clerk Department	6.7	1	0	0	6.7	1
University of California Cooperative Extension Department	2	0	0	0	2	0
Grand Total	452.6	37	9	-23	461.6	14

FY22 Employee Allocation Vacancies Report

Current Employees

Row Labels	Sum of Incumbent FTE	Current Approved Funded Allocations	Recommended Funded Allocations
Administration Department	13	13	14
Agricultural Commissioner Department	2	3	3
Assessor/Recorder Department	10	10	12
Auditor Department	8	9	9
Board of Supervisors Department	8	8	8
Building Department	6	7	7
Child Support Services Department	5	5	5
County Counsel Department	3	3	3
District Attorney Department	12	13	13
Fire Department	3	3	3
Health and Human Services Department	169.9	192.4	192.4
Library Department	3.5	3.5	3.5
Planning Department	11	12	13
Probation Department	13	17	17
Public Works Department	62	66	69
Sheriff Department	76	79	81
Treasurer Tax Collector County Clerk Department	6.7	6.7	6.7
University of California Cooperative Extension Department	2	2	2
Grand Total	414.1	452.6	461.6

Row Labels	Current Approved Funded Allocations	Current Approved Frozen Allocations	Recommended Funded Allocation Changes	Recommended Frozen Allocation Changes	Recommended Funded Allocations	Recommended Frozen Unfunded Allocations
Administration Department	13	4	1	-2	14	2
Administration						
Administrative Analyst II		2	1	-1	1	1
Assistant County Administrative Officer	1				1	0
County Administrative Officer	1				1	0
Executive Assistant - Confidential	1				1	0
Economic Development						
Administrative Analyst II	1				1	0
Housing Development						
Administrative Analyst II	1				1	0
Human Resources						
Administrative Analyst I - Confidential	1				1	0
Administrative Analyst II - Confidential	1				1	0
Assistant County Administrative Officer	1				1	0
Technical Services						
Information Systems Specialist I	1				1	0
Information Systems Specialist II	1				1	0
Network Administrator I		1		-1	0	0
Network Administrator II	1				1	0
PC Technician		1			0	1
System Support Analyst	1				1	0
Technical Services Manager	1				1	0
Agricultural Commissioner Department	3	1	0	-1	3	0
Agricultural Commissioner						
Agricultural Standards Program Technician		1		-1	0	0
Agriculture Commissioner/Sealer	1				1	0
Agriculture Standards Inspector I	1				1	0
Senior Agriculture Standards Inspector	1				1	0
Assessor/Recorder Department	10	1	2	-1	12	0
Assessor/Recorder						
Appraiser I	1		2		3	0
Appraiser II	1				1	0
Appraiser III	1				1	0
Assessor/Recorder	1				1	0
Assessor/Recording Clerk II	2				2	0
Assessor/Recording Clerk III	2				2	0
Assessor's Office Manager	1				1	0
Auditor-Appraiser		1		-1	0	0
Cadastral Drafting Technician II	1				1	0

Row Labels	Current Approved Funded Allocations	Current Approved Frozen Allocations	Recommended Funded Allocation Changes	Recommended Frozen Allocation Changes	Recommended Funded Allocations	Recommended Frozen Unfunded Allocations
Auditor Department	9	0	0	0	9	0
Auditor						
Accountant II - Confidential	2				2	0
Accounting Technician II	1				1	0
Accounting Technician III	2				2	0
Assistant Auditor	1				1	0
Auditor	1				1	0
Payroll Specialist	1				1	0
Senior Account Clerk	1				1	0
Board of Supervisors Department	8	0	0	0	8	0
Board Of Supervisors						
Board of Supervisors	5				5	0
Clerk of the Board	1				1	0
Deputy Clerk of the Board II	2				2	0
Building Department	7	0	0	0	7	0
Building						
Building Department Director	1				1	0
Development Services Technician	2				2	0
Office Assistant I	1				1	0
Plan Checker/Inspector	2				2	0
Senior Development Services Technician	1				1	0
Child Support Services Department	5	1	0	-1	5	0
Child Support Services						
Child Support Assistant I		1		-1	0	0
Child Support Specialist II	3				3	0
Child Support Specialist III	1				1	0
Child Support Supervisor	1				1	0
County Counsel Department	3	0	0	0	3	0
County Counsel						
Assistant County Counsel	1				1	0
County Counsel	1				1	0
Legal Executive Assistant	1				1	0
District Attorney Department	13	1	0	0	13	1
District Attorney						
Assistant District Attorney	1				1	0
Deputy District Attorney II	2		-1		1	0
District Attorney	1				1	0
District Attorney Investigator	1				1	0
Legal Executive Assistant	1				1	0
Legal Secretary I	1				1	0
Legal Secretary II	1	1			1	1

Row Labels	Current Approved Funded Allocations	Current Approved Frozen Allocations	Recommended Funded Allocation Changes	Recommended Frozen Allocation Changes	Recommended Funded Allocations	Recommended Frozen Unfunded Allocations
Office Assistant I			1		1	0
Senior Office Assistant	1		-1		0	0
Deputy District Attorney III			1		1	0
Victim Witness						
Victim Witness Advocate	3				3	0
Victim Witness Services Supervisor	1				1	0
Fire Department	3	0	0	0	3	0
Fire						
Fire Prevention Inspector I	1				1	0
Office Assistant II	1				1	0
Office Technician	1				1	0
Health and Human Services Department	192.4	1	0	0	192.4	1
Adults and Aging					0	0
Kitchen Assistant	0.7				0.7	0
Senior Nutrition Cook/Supervisor	0.8				0.8	0
Alcohol And Drug					0	0
Alcohol and Drug Specialist II	1				1	0
Alcohol/Drug Specialist I	1				1	0
Mental Health Assistant III	1				1	0
Staff Services Analyst I	1				1	0
Behavioral Health					0	0
Accountant II	1				1	0
Accounting Technician II	2				2	0
Administrative Analyst I	1				1	0
Deputy Director Of Behavioral Health	1				1	0
Licensed Vocational Nurse	1				1	0
Maintenance Worker II - HHSA	1				1	0
Maintenance Worker III - HHSA	1				1	0
Mental Health Aide	1				1	0
Mental Health Assistant I	4				4	0
Mental Health Assistant II	3				3	0
Mental Health Assistant III	8				8	0
Mental Health Clinician	10.8				10.8	0
Office Assistant II	4				4	0
Office Technician	2				2	0
Office Technician Supervisor	1				1	0
Program Administrator / ASOC	1				1	0
Program Assistant II	2				2	0
Psychiatric Mental Health Nurse Practitioner	0.8				0.8	0
Senior Account Clerk	1				1	0
Senior Administrative Analyst	1				1	0

Row Labels	Current Approved Funded Allocations	Current Approved Frozen Allocations	Recommended Funded Allocation Changes	Recommended Frozen Allocation Changes	Recommended Funded Allocations	Recommended Frozen Unfunded Allocations
Senior Office Assistant	2				2	0
Social Worker Supervisor I	1				1	0
Social Worker Supervisor II	4				4	0
Staff Services Analyst I	2				2	0
Staff Services Analyst II	1				1	0
System Support Analyst	1				1	0
Employment and Community Services					0	0
Accountant II	1				1	0
Deputy Director of Public Assistance	1				1	0
Eligibility Specialist I	4				4	0
Eligibility Specialist II	10				10	0
Eligibility Specialist III	4				4	0
Eligibility Supervisor	2				2	0
Office Technician	1				1	0
Program Manager	1				1	0
Services Support Assistant III	1				1	0
Social Worker I	1				1	0
Social Worker III	1				1	0
Social Worker Supervisor I	1				1	0
Staff Services Analyst II	1				1	0
System Support Analyst	1				1	0
Environmental Health					0	0
Deputy Director of Public Health	1				1	0
Development Services Technician	2				2	0
Environmental Health Manager	1				1	0
Registered Environmental Health Specialist	2				2	0
Senior Supervising Environmental Health Specialist		1			0	1
Health Division					0	0
Accounting Technician II	1				1	0
Administrative Analyst II	1				1	0
Office Assistant II	1				1	0
Office Technician	1				1	0
Program Specialist I	1				1	0
Program Specialist II	2.1				2.1	0
Public Health Educator	1				1	0
Public Health Emergency Preparedness and Response Coordinator	1				1	0
Public Health Nurse I	1				1	0
Public Health Nurse II	1.6				1.6	0
Public Health Nurse Manager	1				1	0

Row Labels	Current Approved Funded Allocations	Current Approved Frozen Allocations	Recommended Funded Allocation Changes	Recommended Frozen Allocation Changes	Recommended Funded Allocations	Recommended Frozen Unfunded Allocations
Human Services Administration					0	0
Administrative Analyst I	3				3	0
Administrative Analyst II	1				1	0
Administrative Technician	1				1	0
County Health Officer	1				1	0
Deputy Director of Administrative Services	1				1	0
Division Director of Administrative Services	1				1	0
Division Director of Health Services	1				1	0
Division Director of Human Services	1				1	0
Driver	4				4	0
Executive Assistant	1				1	0
Health Human Services Director	1				1	0
Maintenance Worker I - HHSA	2				2	0
Office Assistant II	4				4	0
Office Technician	1				1	0
Office Technician Supervisor	1				1	0
Program Assistant I	1				1	0
Program Specialist II	1				1	0
Senior Account Clerk	1				1	0
Senior Administrative Analyst	3				3	0
Senior Office Assistant	4				4	0
Staff Development Coordinator	1				1	0
Staff Services Analyst I	2				2	0
Staff Services Analyst II	1				1	0
System Support Analyst	1				1	0
Social Services					0	0
Accounting Technician II	1				1	0
Deputy Director of Adult/Aging	1				1	0
Legal Secretary I	1				1	0
Office Technician	2				2	0
Program Administrator / CSOC	1				1	0
Program Assistant I	1				1	0
Program Manager	1				1	0
Program Specialist I	1				1	0
Senior Account Clerk	1				1	0
Social Worker I	2				2	0
Social Worker II	5				5	0
Social Worker III	6				6	0
Social Worker IV	7				7	0
Social Worker Supervisor I	2				2	0
Social Worker Supervisor II	3				3	0

Row Labels	Current Approved Funded Allocations	Current Approved Frozen Allocations	Recommended Funded Allocation Changes	Recommended Frozen Allocation Changes	Recommended Funded Allocations	Recommended Frozen Unfunded Allocations
Staff Services Analyst I	1				1	0
Staff Services Analyst II	1				1	0
Peer Coach I/II	1				1	0
Transit					0	0
Transit System Bus Driver	2.6				2.6	0
Library Department	3.5	1	0	0	3.5	1
Library						
County Librarian	1				1	0
Library Assistant I	2				2	0
Senior Library Assistant	0.5	1			0.5	1
Planning Department	12	1	1	-1	13	0
GIS						
GIS Specialist I	1				1	0
Senior Geographic Information Systems Specialist	1				1	0
Planning						
Code Compliance Technician	1				1	0
Community Design Development Planner	1				1	0
Deputy Planning Director	1				1	0
Executive Assistant	1				1	0
Office Technician	1				1	0
Planner I	2				2	0
Planner II	1				1	0
Planner III		1	1	-1	1	0
Planning Director	1				1	0
Senior Planner	1				1	0
Probation Department	17	1	0	0	17	1
Juvenile Detention						
Deputy Probation Officer II	1				1	0
Probation						
Accounting Technician II	1				1	0
Assistant Chief Probation Officer	1				1	0
Chief Probation Officer	1				1	0
Deputy Probation Officer I	1	1			1	1
Deputy Probation Officer II	6				6	0
Deputy Probation Officer III	3				3	0
Executive Assistant	1				1	0
Probation Technician	1				1	0
Senior Office Assistant	1				1	0

Row Labels	Current Approved Funded Allocations	Current Approved Frozen Allocations	Recommended Funded Allocation Changes	Recommended Frozen Allocation Changes	Recommended Funded Allocations	Recommended Frozen Unfunded Allocations
Public Works Department	66	17	3	-15	69	2
Engineering						
Associate Engineer	1				1	0
County Engineer	1				1	0
Engineering Technician I		1		-1	0	0
Engineering Technician II	1				1	0
Engineering Technician III		1	1	-1	1	0
Junior Engineer	1				1	0
Facility Maintenance						
Custodian	4	1			4	1
Maintenance Supervisor	1				1	0
Maintenance Worker I - Facilities	2				2	0
Maintenance Worker II - Facilities	3				3	0
Maintenance Worker III - Facilities	2				2	0
Supervising Custodian	1				1	0
Fleet						
Equipment Mechanic - Heavy Equipment	3				3	0
Equipment Mechanic Supervisor	1				1	0
Equipment Service Worker	0	1		-1	0	0
Fleet Manager	1				1	0
Local Transportation						
Accounting Technician II	1				1	0
Transportation Planner		1			0	1
Parks And Recreation					0	0
Parks and Recreation Manager	1				1	0
Recreation Supervisor		1	1	-1	1	0
Plant Operations						
Plant Operator I	1	1		-1	1	0
Plant Operator II	1				1	0
Senior Plant Operator	1				1	0
Utilities Manager		1		-1	0	0
Public Works Administration						
Account Clerk I	2				2	0
Accountant I	1				1	0
Administrative Analyst I	1				1	0
Administrative Technician		1		-1	0	0
Fiscal Officer II	1				1	0
Office Assistant II		1		-1	0	0
Public Works Executive						
Deputy Director of Public Works	1				1	0
Director of Public Works	1				1	0

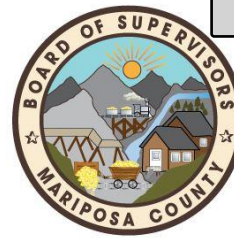
Row Labels	Current Approved Funded Allocations	Current Approved Frozen Allocations	Recommended Funded Allocation Changes	Recommended Frozen Allocation Changes	Recommended Funded Allocations	Recommended Frozen Unfunded Allocations
Executive Assistant	1				1	0
Roads						
Maintenance Worker I - Road	3		2		5	0
Maintenance Worker II - Road	8				8	0
Maintenance Worker III - Road	4		-3		1	0
Maintenance/Construction Supervisor	4	1	1	-1	5	0
Public Works Superintendent	1				1	0
Roads and Bridges Manager	1				1	0
Solid Waste						
Account Clerk I		1		-1	0	0
Maintenance Worker I - Solid Waste	1	3		-3	1	0
Maintenance Worker II - Solid Waste	5				5	0
Maintenance Worker III - Solid Waste	1	1		-1	1	0
Public Works Superintendent	1				1	0
Solid Waste/Recycling Manager	1				1	0
Surveyor						
County Surveyor	1				1	0
Survey Technician		1	1	-1	1	0
Sheriff Department	79	7	2	-2	81	5
Adult Detention						
Custodial Deputy	16	1			16	1
Custodial Sergeant	3				3	0
Jail Lieutenant	1				1	0
Bailiff					0	0
Sheriff's Bailiff	1				1	0
Boating Safety					0	0
Sheriff's Deputy	2				2	0
Sheriff					0	0
Animal Control Officer	3				3	0
Executive Assistant	1				1	0
Office Assistant II	2				2	0
Office Technician	1				1	0
Senior Administrative Analyst	1				1	0
Sheriff/Coroner	1				1	0
Sheriff's Captain	2				2	0
Sheriff's Deputy	27	5	1	-1	28	4
Sheriff's Detective	2				2	0
Sheriff's Dispatcher	8				8	0
Sheriff's Evidence Technician	1				1	0
Sheriff's Sergeant	6	1	1	-1	7	0
Sheriff's Undersheriff	1				1	0

Row Labels	Current Approved Funded Allocations	Current Approved Frozen Allocations	Recommended Funded Allocation Changes	Recommended Frozen Allocation Changes	Recommended Funded Allocations	Recommended Frozen Unfunded Allocations
Treasurer Tax Collector County Clerk Department	6.7	1	0	0	6.7	1
County Clerk						
Account Clerk II	1				1	0
Elections Clerk II	1				1	0
Elections						
Chief Deputy County Clerk	1		-1		0	0
Elections Clerk I	0.7				0.7	0
Treasurer/Tax Collector						
Accounting Technician III	1				1	0
Chief Deputy Treasurer/Tax Collector		1		-1	0	0
Deputy Treasurer	1				1	0
Treasurer/Tax Collector/County Clerk	1				1	0
Assistant Treasurer Tax Collector County Clerk			1		1	0
Accounting Technician I				1	0	1
University of California Cooperative Extension Department	2	0	0	0	2	0
UC Cooperative Extension					0	0
4-H Youth Coordinator	1				1	0
Office Technician	1				1	0
Grand Total	452.6	37	9	-23	461.6	14



MARIPOSA COUNTY

Administration • 966-3222



MEETING: November 9, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Performance Evaluation - Health and Human Services Agency Director

☐ **CONFERENCE WITH LEGAL COUNSEL:**

☐ **Existing Litigation:**

☐ Disclosure will jeopardize existing settlement negotiations.

☐ **Anticipated Litigation**

☐ Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.

Number of cases to be discussed:

☐ Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.

Number of cases to be discussed: 1

☐ **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**

Name of Employee Organization: _____

Name of County Designated Representative: _____

Title(s) of unrepresented individuals with whom negotiations are being conducted: _____

☐ **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:** _____

(Government Code Section 54957 (b) (1))

☒ **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Position of employee under review: Health and Human Services Agency Director (Gov. Code Section 54954.5)

☐ **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

☐ **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

Description of real property: _____

Agency negotiator: _____

Closed session will concern: () price; () terms of lease/purchase.

☐ **THREAT TO PUBLIC SERVICE FACILITIES**

Name of law enforcement agency involved: _____

Title of officer of law enforcement agency: _____

☐ **LICENSE/PERMIT DETERMINATION**

License or Permit applied for: _____

Number of license or permit applicants: _____

Name of applicant(s): _____

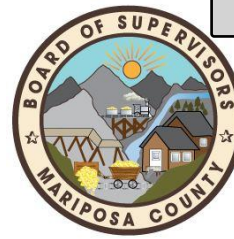
Agenda Item - No Resolution Requested

RESULT: CLOSED SESSION HELD



MARIPOSA COUNTY

County Counsel • (209) 966-3222



MEETING: November 9, 2021

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Closed Session Conference with Legal Counsel: Existing Litigation

[X] **CONFERENCE WITH LEGAL COUNSEL:**

[X] Existing Litigation: **In Re: National Prescription Opiate Litigation;** United States District Court Case No. 1:18-AT-336

[] Disclosure will jeopardize existing settlement negotiations.

[] **Anticipated Litigation**

[] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**

Name of Employee Organization: _____
Name of County Designated Representative: _____
Title(s) of unrepresented individuals with whom negotiations are being conducted: _____

[] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**

(Government Code Section 54957 (b) (1))

[] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Position of employee under review: _____ (Government Code Section 54954.5)

[] **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

[] **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

Description of real property: _____
Agency negotiator: _____
Negotiating parties: (Specify name of party or parties (not agent)): _____
Closed session will concern: () price; () terms of lease/purchase.

[] **THREAT TO PUBLIC SERVICE FACILITIES**

Name of law enforcement agency involved: _____
Title of officer of law enforcement agency: _____

[] **LICENSE/PERMIT DETERMINATION**

License or Permit applied for: _____
Number of license or permit applicants: _____
Name of applicant(s): _____

Agenda Item - No Resolution Requested

RESULT: WITHDRAWN AND RESCHEDULED Next: 12/7/2021 9:00 AM