MARIPOSA COUNTY

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

MARSHALL LONG, CHAIR	**DISTRICT III**
ROSEMARIE SMALLCOMBE, VICE-CHAIR	**DISTRICT I**
TOM SWEENEY	**DISTRICT II**
WAYNE FORSYTHE	**DISTRICT IV**
MILES MENETREY	**DISTRICT V**

ACTION SUMMARY MINUTES

September 28, 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 Supervisors	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	Excused	

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Introductions

None.

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

No public input. Supervisor Smallcombe requested clarification regarding CA12 and whether this includes the agreement with Graviton Consulting for $49,000. She also asked the CAO if he will be discussing this later during Item H.5. Dallin Kimble/County Administrative Officer responded affirmatively to both questions. Supervisor Smallcombe extended appreciation to staff for work on the grant in CA15 and thanked the steering committee.

RESULT: ADOPTED [4-0]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey, District V Supervisor

CA1. **Health and Human Services RES-2021-522**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2021-523**

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

CA3. **Sheriff's Office RES-2021-524**

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

CA4. **Auditor RES-2021-525**

Adopt a Resolution Adopting the Tax Rate of 0.018286% (1.8286 Cents Per $100 Assessed Valuation) for the Yosemite High School Bond in the Bass Lake Elementary/Yosemite High School Tax Rate Areas of Mariposa County

CA5. **Auditor RES-2021-526**

Adopt a Resolution Adopting the Tax Rate of 0.030057% (3.0057 Cents Per $100 Assessed Valuation) for the Bass Lake Joint Elementary School District Bond in the Bass Lake Elementary/Yosemite High School Tax Rate Areas of Mariposa County

CA6. **Auditor RES-2021-527**

Adopt a Resolution Adopting the Property Tax Rate and Voter-Approved Debt Service Rates for the County of Mariposa 2021-22 Fiscal Year Secured Tax Roll

CA7. **Auditor RES-2021-528**

Designate the Method by Which Appropriation Limits Are to be Computed for the Fiscal Year 2021-22 for Each Jurisdiction as the Percentage Change in California Per Capita Personal Income in Conjunction with the Annual Percentage Change in the Population of Mariposa County

CA8. **Auditor RES-2021-529**

Adopt a Resolution Establishing Appropriation Limits for Fiscal Year 2021-22

CA9. **Board of Supervisors**

Approve the Minutes of Wednesday, September 15, 2021

CA10. **Child Support Services RES-2021-530**

Approve the Plan of Cooperation (POC) Between the Mariposa County Department of Child Support Services and the Superior Court of California,

County of Mariposa; and Authorize the Board of Supervisors Chair to Sign the Plan

CA11. **Child Support Services RES-2021-531**

Authorize Child Support Services to Close Public Lobby from 12:00 PM on Thursday, October 21, 2021 and All Day Friday, October 22, 2021 to Allow for Training While Statewide Computerized Systems Are Offline

CA12. **Clerk of the Board of Supervisors 2021-82**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in August of 2021

CA13. **Clerk of the Board of Supervisors 2021-83**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in August of 2021

CA14. **County Counsel 2021-84**

Recognize Stephanie Topping for Her Past Service on the Mariposa County Safety Committee; Reappoint Pete Judy, Joe Lynch, and Sterling Cramer as Management Representatives; Reappoint Debbie Wass, Erick Hanneman, Jenifer Canter, Matthew Rouse, Richard Mills and Patience Good as Rank and File Representatives; and Appoint Shannon Hansen as a Management Representative and Josh Keheley as Rank & File Representative to the Mariposa County Safety Committee for Two Year Terms Expiring 9/28/2023

CA15. **District Attorney/Victim Witness RES-2021-532**

Approve the 2021-2022 County Victim Services (XC) Grant Application Administered through the State of California Office of Emergency Services (CalOES) in an Amount Not to Exceed $129,384; and Authorize the Board of Supervisors Chair to Sign the Grant Application

CA16. **District Attorney/Victim Witness RES-2021-533**

Adopt a Resolution Authorizing the District Attorney to Sign Any Amendments and Extensions to the January 01, 2022- December 31, 2022 County Victim Services (XC) Grant (Subject to Approval as to Legal Form by County Counsel)

CA17. **Health and Human Services RES-2021-534**

Approve an Agreement with Mountain Valley Emergency Medical Services Agency (MVEMSA) to Accept Authority and Responsibility as the Local EMS Agency for Mariposa County for Fiscal Year 2021-2022 in an Amount Not to Exceed $7,936.28; and Authorize the Health and Human Services Agency Director to Sign the Agreement

CA18. **Health and Human Services RES-2021-535**

Approve Reclassification of Program Assistant I/II to Program Specialist I/II in the Adult and Aging Branch, Effective Immediately

CA19. **Health and Human Services RES-2021-536**

Approve Budget Action Increasing Revenue and Transfer Out Lines Within the Health and Human Services Administrative Trust Budget for Fiscal Year 2020-2021 Year End Balancing Adjustments ($327,076) 4/5ths Vote Required

CA20. **Health and Human Services RES-2021-537**

Approve a Three-Year Agreement with the Department of State Hospitals for Participation in Jail Based Competency Treatment (JBCT) Programs in an Amount Not to Exceed $918,558; Authorize the Board of Supervisors Chair to Sign the Agreement and Certifications; and Approve Budget Action Recognizing Grant Revenue for FY21/22 and Increasing Appropriations Accordingly in the Jail Budget and the Health and Human Services Agency Budget ($280,671) 4/5ths Vote Required

CA21. **Health and Human Services RES-2021-538**

Approve the 2021 Low Income Home Energy Assistance Program (LIHEAP) Agreement 21V-5570 with the California Department of Community Services and Development (CSD) in an Amount Not to Exceed $595,768 to Provide Energy Assistance Payments; and Authorize the Health and Human Services Agency Director to Sign the Agreement, Certifications, and All Subsequent Amendments (Subject to County Counsel Approval as to Form)

CA22. **HHS/Behavioral Health & Recovery Services RES-2021-539**

Approve the Third Amendment to Agreement with CF Merced LLC. for Psychiatric Hospitalizations Increasing the Amount by $42,000 to a New Amount Not to Exceed $197,000, for Terms of July 1, 2020 through June 30, 2021; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA23. **Health and Human Services RES-2021-540**

Approve Budget Action Increasing Revenue and Appropriations in the Health and Human Services Agency Budget to Account for Revenue to be Received from the Expansion of the ELC Enhancing Grant and Increase Appropriations Accordingly ($1,599,662) 4/5ths Vote Required

CA24. **Health and Human Services RES-2021-541**

Approve an Agreement with the University of California (UC) Davis Extension for Training Involving the Health and Human Services Agency Staff in an Amount Not to Exceed $79,050; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA25. **Health and Human Services RES-2021-542**

Approve the First Amendment to the Grant Agreement with the County Medical Services Program (CMSP) to Implement a County Adult System of Care Pilot Program; and Authorize the Health and Human Services Agency Director to Sign the Amendment

CA26. **Health and Human Services RES-2021-543**

Decrease the Allocation of One Program Specialist I/II/III Position from 100% to 50% Permanent Part-Time Position in the Health and Human Services Agency, Public Health Branch, Effective Immediately

CA27. **HHS/Behavioral Health & Recovery Services RES-2021-544**

Approve an Agreement with Mariposa Safe Families to Carry Out Substance Abuse Prevention Activities in an Amount Not to Exceed $104,093; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA28. **HHS/Public Health RES-2021-545**

Approve a Three-Year Agreement with Patagonia Health, Inc. for an Electronic Health Record (EHR) System in a Total Amount Not to Exceed $42,213.64; and Authorize the Director of Health and Human Services Agency (HHSA) to Sign the Agreement

CA29. **Public Works 2021-85**

Receive Notification, Pursuant to the Water Agency Advisory Board (WAAB) Bylaws, of the Absence of WAAB Members from Three or More Consecutive Meetings

CA30. **Public Works RES-2021-546**

Declare the Mariposa Yosemite Hot Rod and Custom Car Show Friday Night Cruise on October 15, 2021 as a County Sponsored Event; and Waive the Encroachment Permit Fees

CA31. **Sheriff's Office RES-2021-547**

Approve First Amendment to the Statement of Work with Permitium, LLC Inc. for the Purpose of Maintaining the Digital Application Process of the Sheriff's Office Concealed Carry (CCW) Weapons Permit Program; and Authorize the Board of Supervisors Chair to Sign the Amendment

E. Departmental Presentation

Kristina Allen/Deputy Director of Public Health provided an update on the current number of COVID-19 cases and reported that there are 12 hospitalized at this time, and 13 deaths total. Dr. Allen advised that they have identified two workplace clusters and are working closely with the departments. She also advised that in 390 tests of county employees, 18 were positive. Dr. Allen also reported that there is a statewide shortage of the antigen and are ordering when they can; and reminded people that a positive test means they need to go home immediately. Dr. Allen noted that they are still testing at the Senior Center, and are looking for another place to test, possibly a drive-through testing site and that they will keep the public updated. Dr. Allen also advised of upcoming vaccine clinics on Thursdays, two sessions from 9:00 AM to 12:00 PM and 2:00 PM to 4:00 PM. Boosters are approved for people who received the second the Pfizer vaccine six months ago for ages 65 and older, 18 and older who work in high risk settings such as health care, 18 and older with underlying conditions, and 18 and older in high-risk settings such as jails and homeless camps. It is anticipated they will have approval to vaccinate 5 to 11 year olds in the next month. Dr. Allen noted that they have turned off the comments on case reporting due

to the team experiencing an increase in harassment and threatening behaviors and staff safety comes first, but that the public can still reach them by calling in (209) 259-1332, or emailing mariposacovid19@gmail.com.; Dr. Allen advised that flu clinics start tomorrow, September 29th, and provided dates, times, locations, and age groups where applicable. Dr. Allen responded to Supervisor Sweeney advising that they will provide drive-through and walk-in clinics for booster shots. Discussion ensued between Dr. Allen and Supervisor Smallcombe regarding the flu versus COVID-19 symptoms, and the increase in RSV cases. Supervisor Smallcombe extended kudos to Public Health staff for their work.

Steve Ward/Mariposa County Fire - CAL FIRE Chief advised of a letter of award for a recent grant award and advised that he will be bringing an item back to the Board for further processing. Chief Ward also acknowledged Alan Johnson/USDA Forest Service of 40 years passed away, noting that the services are on Sunday.

F. Public Comment on Non-Agenda Items

Gary Reitsma introduced himself and his wife Margo, residents of Coulterville, and discussed illegal marijuana grows on vacant land in their area. He noted that Margo has talked to the Governor's office to try to obtain more assistance for Mariposa County. Mr. Reitsma expressed concerns for water depletion, environmental pollution, and the destruction to roads, then listed possible options for assisting such as a GoFundMe page and citizen assistance.

Marianne Huff./Northern Mariposa Visitor Center, reported that they have been tracking visitors and provided numbers and where the visitors stayed. Ms. Huff provided a handout to the Deputy Clerk of the Board and noted they explain to guests about wild animals, and recommend areas for hiking and swimming, noting that the visitors are looking for an authentic experience and they walk away with gratitude. Ms. Huff extended thanks to the Board for sponsoring the Coyote Fest and Summer Saturdays. She provided an update on the Barrett Room at the History Center noting that Jim Rhodes hosted a CDC training, and Kristina Allen came over and provided information on dealing with the public during the pandemic. Discussion ensued with Supervisor Smallcombe.

Margo Reitsma advised that she requested $400,000 from the State to hire more staff to deal with the illegal grows and that this was her continuing contribution and that she will keep on it until she gets some answers. She expressed concern for resident safety, as well as possible water depletion, and noted that she hopes to bring more awareness of the amount of illegal grows in the County.

Recess Board of Supervisors

9:34 AM Chair Long recessed the Board of supervisors meeting, followed by the Deputy Clerk of the Board reading the Government Code announcement.

G. LOCAL TRANSPORTATION COMMISSION

9:35 AM Chair Long convened the Local Transportation Commission (LTC) meeting with all Commissioner Menetrey excused, and all others present.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works LTC-2021-26**

Adopt a Resolution Approving the Project List for 2021/2022 for the California State of Good Repair Program

Shannon Hansen/Interim Public Works and Transportation Director presented the staff report. Ms. Hansen responded to Supervisor Sweeney noting that these are supplemental funds in addition to budgeted maintenance funds. No public input.

RESULT: **ADOPTED [4-0]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey, District V Supervisor

2. **Public Works LTC-2021-27**

Approve First Amendment to the FY 21/22 Local Transportation Commission Transportation Planning Overall Work Program with Caltrans; and Authorize the Interim Director of Public Works & Transportation to Sign the Overall Work Program Amendment

Shannon Hansen presented the staff report. No public input.

RESULT: **ADOPTED [4-0]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey, District V Supervisor

Adjourn LTC

9:38 AM Chair Long adjourned the LTC meeting.

Reconvene as Board of Supervisors

9:38 AM Chair Long reconvened the Board meeting.

H. Regular Agenda Items

1. **Health and Human Services 2021-ORD-1166**

Waive the Second Reading and Adopt an Ordinance Adding Chapter 2.114 to Title 2 of the Mariposa County Code, Titled "Santa Cruz-Monterey-

Merced-San Benito-Mariposa Multi-County Managed Medical Care Commission"

Shannon Gadd/Health and Human Services Agency Director presented the staff report. No public input.

RESULT: **ADOPTED [4-0]**
MOVER: Tom Sweeney, District II Supervisors
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey, District V Supervisor

2. **Agricultural Commissioner (ID # 12158)**

Presentation of the Annual Mariposa County Agricultural Crop & Livestock Report

Monica Nielson/Agricultural Commissioner provided the corrected 2020 Crop Report. Ms. Nielson presented a PowerPoint presentation that included 2018, 2019 and 2020 reports and noted in her presentation that it has been difficult to obtain data from some producers; the 2020 Crop Report includes an added feature of Conservation of Agriculture, which the Planning department assisted in preparing. She noted that the decrease in grape crops is due to producers retiring and smoke taint; provided an update on pest control; and noted that there are now three organic producers. No public input.

RESULT: **INFORMATION RECEIVED**

3. **Treasurer-Tax Collector-County ClerkRES-2021-561**

Approve a Five Year Agreement with RT Lawrence Corporation for Tax Bill Payment Processing in an Amount Not to Exceed $67,000; and Authorize the Board of Supervisors Chair to Sign the Agreement: Approve Budget Action Increasing the Fund Balance and Appropriations in the Tax Collectors Cost Budget in the Amount of ($40,950) for the First Years Expense

RESULT: **WITHDRAWN AND RESCHEDULED Next: 10/5/2021 9:00 AM**

Recess

9:46 AM Chair Long recessed for a brief break and reconvened at 9:51 AM.

4. **Administration/Human Resources (ID # 12180)**

Approve the Mariposa County COVID-19 Vaccination or Mandatory Testing Policy for All County Personnel, Effective Immediately

Dallin Kimble presented the staff report. Board discussion ensued. During public comment, Miles Menetrey expressed concern on the contractor's

requirement of vaccine and testing mandates to enable them to do business with the County. Ken Melton expressed concern that some people may think they are protected after the vaccine and not aware that they can still contract COVID-19. A resident of District II expressed concerns regarding the vaccine. Ken Melton remarked on an option India is using to lessen the symptoms if an individual contracts the virus. Additional Board discussion ensued, and direction was given.

DIRECTION:
The CAO is to return next week with two policies as options, both to include clarification of contractor obligations; and one to include that all employees must test weekly, while the other is to include a provision that only requires unvaccinated employees to test weekly.

RESULT: DIRECTION GIVEN

5. **Administration RES-2021-548**

Approve Second Amendment to Agreement with Graviton Consulting Services for Out of Scope Tasks Associated with Running Payroll in September in Oracle Enterprise Resource Planning (ERP) Increasing the Amount by $75,000, to a New Amount Not to Exceed $1,729,802; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Recognizing Unanticipated Funds in General Fund Beginning Fund Balance and Transferring Funds to Cover the ERP Software Implementation Agreement ($75,000) 4/5ths Vote Required

Dallin Kimble introduced Leigh Westerlund/Assistant County Administrative Officer, who presented the staff report and advised that there is still an ongoing learning process. Luis Mercado/Auditor advised they are continuing to work on procedures for the departments and have not yet implemented the inventory portion. Supervisor Smallcombe questioned if it was not clearly defined what was needed for payroll, and if this extension of $75,000 is strictly for payroll. Ms. Westerlund responded advising that this is for payroll, noting that the focus at this time is payroll and that Oracle built what Mariposa needed and Graviton thought we would be able to make these changes, but this was not going to work so it was thrown out by Graviton and rebuilt. During public comment, Gary Reitsma expressed concern on the almost 2 million dollars for such a small county, noting that there are many other things this money could go to, and remarked that this amount could keep growing. Board discussion ensued regarding negotiations with the unions to move to a bi-weekly payroll; as to if the County will live with a contorted process; and will this be considered an implemented system at the end of this amendment and 5 months. Ms. Westerlund responded that we will want the ability to call for support and advised that this will certainly be the last amendment to the original implementation.

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

6. **County Counsel RES-2021-549**

Approve Agreement with George Hills, Inc. for General Liability Claims Administration Services for a Five-Year Period Effective October 1, 2021 through September 30, 2026; and Authorize the Board of Supervisors Chair to Sign the Agreement

Steve Dahlem/County Counsel clarified that a reference was made to an attached memorandum which was not attached and read what it would state. He also noted that the background and history should have also stated: on September 3, 2016 the Board approved the first agreement which this amends. Mr. Dahlem also advised that the signature page will be corrected to reflect signature by Chair Long. No public input.

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

I. Items removed from Consent Agenda

None.

J. Board Information

Information received.

K. 2:00 PM Reconvene

1. **Administration (ID # 12141)**

Discussion and Direction Regarding Broadband Deployment Efforts

Dallin Kimble presented the staff report and introduced Cole Przybyla/Tuolumne County Director of Innovation and Business Assistance, and Barbara Hayes/Chief Economic Development Officer of RCRC. Mr. Przybyla provided information on the Central Sierra Broadband Map in which through CARES ACT they received a no match grant of $500,000. Mr. Przybyla advised that they have hired 1 consultant out of Colorado and another consultant to do outreach with age 65 and older in the county. The Central Sierra Broadband Road Map will cover Tuolumne, Amador,

Alpine, Calaveras and Mariposa counties with Tuolumne as the lead. Mr. Przybyla explained what will be covered in the plan to pursue several topics such as priorities, the underserved, General Plan amendments and fiber across county line. The consultant will provide recommendations to the five counties; will do a public outreach which will include a virtual option and create a plan to contact age 55 plus that have never been on the internet; and noted this is a six-month process in which we are in month one and at the end we will have a full document and probably additional money. Mr. Przybyla commented he is hopeful that Barbara Hayes will be able to join weekly update meetings with the consultant to ensure they are not duplicating efforts. Mr. Przybyla responded to Supervisor Sweeney advising they are not yet sure how open they want to make the weekly meeting and noted caution of the Brown Act requirements.

Barbara Hayes advised that Rural County Representatives of California (RCRC) covers and advocates for 37 counties in the State of California and provided the background on how they first got into the topic of broadband about a year ago because broadband was not being expanded into rural areas. Ms. Hayes provided a PowerPoint presentation and noted that fiber is first in their focus, they will be looking at technology for the future with the intent of broadband for all, and they want to help others with resources and partnerships to build up broadband where it is needed. Ms. Hayes provided statistics for the 26 counties that have opted into the grant and advised of the current timeline and discussed the JPA.

Public input from Steve Smallcombe included discussion on fiber including the cost recommending carefully deciding what makes sense; and discussed STI.NET, ATT and Starlink. Dan Rule of Sierratel agreed with Mr. Smallcombe that fiber is the end game, and they are committed to the County. Mr. Rule advised that they recently received a large loan and are trenching all over the county at this time. Board discussion ensued relative to a JPA coming to the Board; keeping all our opportunities available; outreach plans; data gathering; grant requirements; and the possibility of a stakeholder group. Chair Long noted that he would like a monthly or quarterly update.

RESULT: INFORMATION RECEIVED

L. Adjournment

2:51 PM Chair Long adjourned the meeting in memory of Dale Eugene Westfall, Donna Lee Peterson, Carol Anne Miller, Charles Thomas Morgan, Ellen Susan Thatcher, Francis E. Cavagnaro, Alan Morehouse, Emelda C. Faught, Inez Adrienne Terra and Angela Vanderslik Westlake.

Respectfully submitted,

Tracy Gauthier
Deputy Clerk of the Board II

Marshall Long
Chair, Board of Supervisors

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-522

MEETING: September 28, 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

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RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

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

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

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

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not continue the local emergency and the County may not be eligible for possible State or Federal assistance, or proceed with temporary homeless shelter solutions.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-523

MEETING: September 28, 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: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

REF ID# 12167

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-524

MEETING: September 28, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, 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: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

REF ID# 12168

MARIPOSA COUNTY

Auditor · (209) 966-7606

RESOLUTION - ACTION REQUESTED 2021-525

MEETING: September 28, 2021

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Adopt Tax Rate for Yosemite High School Bond 2021-22

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Adopting the Tax Rate of 0.018286% (1.8286 Cents Per $100 Assessed Valuation) for the Yosemite High School Bond in the Bass Lake Elementary/Yosemite High School Tax Rate Areas of Mariposa County

The area of Yosemite High School District that extends into Mariposa County will generate an estimated $41,345 in bond revenue for the district in Fiscal Year 2021-22.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This is a voter approved bond for the Bass Lake Elementary/Yosemite High School district that extends partly into Mariposa County in the Wawona/Fish Camp area. Mariposa County provides assessments and other tax information annually to Madera County that they use along with their data to compute a tax rate for the bonds.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not approving this resolution would prohibit the Auditor from assessing the debt service tax rate for bonds that were voter approved.

ATTACHMENTS:
Yosemite High Bond Rates 2021-22 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

REF ID# 12153

MARIPOSA COUNTY RESOLUTION NO.

TAX RATE ADOPTION FOR THE 2021-22 Yosemite High School Bond

BE IT RESOLVED by the Board of Supervisors of Mariposa County, a political subdivision of the State of California, that the tax rates be adopted in compliance with the provision of Sections 29100 – 29106 inclusive of the Government Code as follows:

YOSEMITE HIGH SCHOOL BOND RATE
0.018286%

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa on this 21st day of September 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Marshall Long, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
Rene LaRoche, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven Dahlem, County Counsel

Attachment: Yosemite High Bond Rates 2021-22 (RES-2021-525 : Adopt Tax Rate for Yosemite High School Bond 2021-22)

MARIPOSA COUNTY

Auditor · (209) 966-7606

RESOLUTION - ACTION REQUESTED 2021-526

MEETING: September 28, 2021

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Adopt Tax Rate for Bass Lake Elementary School District Bond 2021-22

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Adopting the Tax Rate of 0.030057% (3.0057 Cents Per $100 Assessed Valuation) for the Bass Lake Joint Elementary School District Bond in the Bass Lake Elementary/Yosemite High School Tax Rate Areas of Mariposa County.

The area of the District that extends into Mariposa County will generate an estimated $67,960 in bond revenue for the district in Fiscal Year 2021-22.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This is a voter approved bond for the Bass Lake Elementary/Yosemite High School Districts that extend partly into Mariposa County in the Wawona/Fish Camp area. Mariposa County provides assessments and other tax information annually to Madera County that they use along with their data to compute a tax rate for the bonds.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not approving this resolution would prohibit the Auditor from assessing the debt service tax rate for bonds that were voter-approved.

ATTACHMENTS:
Bass Lake Elementary Bond Rates 2021-22 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

REF ID# 12152

MARIPOSA COUNTY RESOLUTION NO.

TAX RATE ADOPTION FOR THE 2021-22
Bass Lake Joint Elementary School District Bond

BE IT RESOLVED by the Board of Supervisors of Mariposa County, a political subdivision of the State of California, that the tax rates be adopted in compliance with the provision of Sections 29100 – 29106 inclusive of the Government Code as follows:

BASS LAKE JOINT ELEMENTARY SCHOOL DISTRICT BOND
0.030057%

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa on this 21st day of September 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Marshall Long, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
Rene LaRoche, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven Dahlem, County Counsel

Attachment: Bass Lake Elementary Bond Rates 2021-22 (RES-2021-526 : Adopt Tax Rate for Bass Lake Elementary School District Bond 2021-

MARIPOSA COUNTY

Auditor · (209) 966-7606

RESOLUTION - ACTION REQUESTED 2021-527

MEETING: September 28, 2021

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: County of Mariposa Property Tax Rate and Voter-Approved Debt Service Rate Adoption 2021-22

RECOMMENDATION AND JUSTIFICATION:
Adopt a resolution adopting the property tax rate and voter-approved debt service rates for the County of Mariposa 2021-22 fiscal year Secured tax roll.

Beginning in fiscal year 2017/18, an additional tax rate was applied to properties within the boundaries of the Mariposa County Unified School District. This additional tax is for the purpose of raising adequate debt service funds to make principal and interest payments on general obligation bonds issued by the Mariposa County Unified School District, approved by the voters of Mariposa County during the November 2016 Election. According to Article XIII A, Section 1(b) of the California Constitution, debt service tax rates can be levied to provide taxing jurisdictions with the necessary revenue to pay annual principal and interest charges on any bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978, by two-thirds (2/3) of the voting public. The amount to be raised includes a reserve equal to the next six months of principal and interest payments due after the end of fiscal year 2021/22 as well as a 2% increase to account for delinquency. These additions are to ensure there are adequate funds to make principal and interest payments on the bond in a timely manner. The debt service rates calculated take into account the balance remaining in the debt service as of the end of the previous fiscal year.

In fiscal year 2021/22, the Secured debt service rate for the Mariposa County Unified School District General Obligation Bond Election of 2016, Series A is 0.022467% ($22.467 per $100,000 assessed valuation). The Secured debt service rate for the Mariposa County Unified School District General Obligation Bond Election of 2016, Series B is 0.019533% ($19.533 per $100,000 assessed valuation). The Secured debt service rate for the Mariposa County Unified School District General Obligation Bond Election of 2016, Series C is 0.004275% ($4.275 per $100,000 assessed valuation). The debt service rate for the Unitary/State Board Roll is 0.040635% ($40.635 per $100,000 assessed valuation). According to Revenue and Taxation Code Section 100, debt service rates are to be calculated for Unitary and operating nonunitary property based on the previous year's debt service rate.

The Auditor's Office anticipates that applying these tax rates will generate

approximately $1,098,837 in debt service funds for the school bond.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Each year, pursuant to Government Code Sections 29100 - 29106 inclusive, the Board of Supervisors has adopted a resolution establishing the tax rate of 1% of the cash value of the secured property within the county. As stated above, beginning in fiscal year 2017/18 there was an additional tax rate percentage for tax rate areas subject to the Mariposa County Unified School District General Obligation Bonds approved during the November 2016 Election.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not approving this resolution would mean that Mariposa County is out of compliance with Government Code Sections 29100 - 29106.

ATTACHMENTS:
Tax rate and voter-approved debt service rate adoption for secured taxes 2021-22 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

MARIPOSA COUNTY RESOLUTION NO.

A RESOLUTION ADOPTING THE BASIC TAX RATE FOR THE COUNTY OF MARIPOSA AND THE DEBT SERVICE RATES FOR THE MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS FOR FISCAL YEAR 2021/22

WHEREAS, Government Codes §29100 – 29106 require that the tax rate and voter-approved debt service rates be set and approved by the Board of Supervisors of Mariposa County, a political subdivision of the State of California.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Mariposa County, State of California, that the tax rate and voter-approved debt service rates be adopted as follows:

The ad valorem property tax rate for the County of Mariposa is 1% of the assessed value ($1,000 per $100,000 assessed valuation) for the 2021/22 fiscal year, tax year 2021, with bond rates to be ADDED to the 1% rate as follows:

The additional debt service rate for the Mariposa County Unified School District General Obligation Bond Election of 2016, Series A is affixed at 0.022467% of the Secured assessed value ($22.467 per $100,000 assessed valuation) for the 2021/22 fiscal year, tax year 2021.

The additional debt service rate for the Mariposa County Unified School District General Obligation Bond Election of 2016, Series B is affixed at 0.019533% of the Secured assessed value ($19.533 per $100,000 assessed valuation) for the 2021/22 fiscal year, tax year 2021.

The additional debt service rate for the Mariposa County Unified School District General Obligation Bond Election of 2016, Series C is affixed at 0.004275% of the Secured assessed value ($4.275 per $100,000 assessed valuation) for the 2021/22 fiscal year, tax year 2021.

The additional debt service rate for the Mariposa County Unified School District General Obligation Bond Election of 2016, Series A, Series B, and Series C is affixed at 0.040635% of the Unitary/State Board Roll ($40.635 per $100,000 assessed valuation) for the 2021/22 fiscal year, tax year 2021.

Attachment: Tax rate and voter-approved debt service rate adoption for secured taxes 2021-22 (RES-2021-527 : County of Mariposa Property

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa on this 21st day of September 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____

Marshall Long, Chair
Mariposa County Board of Supervisors

ATTEST:

_____

Rene LaRoche, Clerk of the Board

APPROVED AS TO FORM:

_____

Steven Dahlem, County Counsel

Attachment: Tax rate and voter-approved debt service rate adoption for secured taxes 2021-22 (RES-2021-527 : County of Mariposa Property

MARIPOSA COUNTY

Auditor · (209) 966-7606

RESOLUTION - ACTION REQUESTED 2021-528

MEETING: September 28, 2021

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Designate Method of Computing Appropriation Limits for Fiscal Year 2021-2022

RECOMMENDATION AND JUSTIFICATION:
Designate the method by which Appropriation Limits are to be computed for the fiscal year 2021-22 for each jurisdiction as the percentage change in California per capita personal income in conjunction with the annual percentage change in the population of Mariposa County.

An alternative method is the percentage change in the jurisdiction's assessed valuation which is attributable to nonresidential new construction along with the change in population factor. Assessed valuations due to nonresidential new construction are not easily accessible from our records at this time.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
In November 1979 California voters passed Proposition 4 which added Article XIII B to the State Constitution. This Article established limits on the appropriation of proceeds from taxes. What this essentially means is that if the County's tax revenues increase and exceed the appropriation limit as calculated each fiscal year, then the excess revenue is to be returned to the taxpayers. In June 1990 California voters passed Proposition 111 which updated the cost of living and population factors that counties can use in calculating the limit.

The Board has annually designated the method for computing appropriation limits.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Article XIII B of the California Constitution specifies that appropriation limit calculations be calculated by one of the two methods above.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

REF ID# 12156

MARIPOSA COUNTY

Auditor · (209) 966-7606

RESOLUTION - ACTION REQUESTED 2021-529

MEETING: September 28, 2021

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Resolution Establishing Appropriation Limits for Fiscal Year 2021-22

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Establishing Appropriation Limits for Fiscal Year 2021-22.

Pursuant to Article XIII B of the California Constitution and Government Code Sections 7902 and 7910, Mariposa County is required to establish revenue appropriation limits each fiscal year.

In past fiscal years, appropriation limits were brought to the Board at the completion of the fiscal year to allow for an analysis to be done by the Auditor's office to ensure that actual revenue amounts received did not exceed the limit. For the 2019-20 fiscal year and forward the Appropriation Limits will be brought to the Board prior to the Budget being finalized to ensure that budgeted revenue amounts do not exceed the limit. The Auditor's office will still perform an analysis at year-end to ensure that actual revenue amounts do not exceed the limit.

The calculation of these limits and accompanying documentation were prepared by the Auditor's Office on September 10, 2021 and available for public inspection in the Auditor's Office.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors has annually established revenue appropriation limits.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not adopt the Resolution. Mariposa County would not be in compliance with Government Code Sections 7902 and 7910.

ATTACHMENTS:
21-22 Resolution Establishing Appropriation Limits (PDF)

REF ID# 12157

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

MARIPOSA COUNTY RESOLUTION NO.

A RESOLUTION ESTABLISHING APPROPRIATION LIMITS PURSUANT TO ARTICLE X111B OF THE CALIFORNIA CONSTITUTION (PROPOSITION 4) AND SB 1352 (1980 Statutes Ch. 1205)

WHEREAS, pursuant to Article XIIIB of the California State Constitution, and Government Code Section 7902 and 7910 (1980 Statutes Ch. 1205) Mariposa County is required to establish the appropriation limits for the 1980-81 Fiscal Year, and each year thereafter, for the County and each Special District thereof; and

WHEREAS, the Mariposa County Auditor has provided the documentation used in determination of the appropriations limits, which documentation has been available to the public for at least fifteen (15) days.

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of Mariposa County that the following shall constitute the appropriations limits for the years specified:

County/ Special Districts	*Factor**	*2020-21 Limit*	*2021-22 Limit*	*2020-21 Actual*	*Amount Under/(Over) Limit*
County	*1.05708854*	*38,240,853*	*40,423,967*	*24,492,135*	*15,931,832*
Coulterville Lighting	*1.05708854*	*23,804*	*25,163*	*12,168*	*12,995*
Hornitos Lighting	*1.05708854*	*10,402*	*10,996*	*5,274*	*5,722*
Mariposa Lighting	*1.05708854*	*124,035*	*131,116*	*70,048*	*61,068*
Yosemite West Maint.	*1.05708854*	*582,654*	*615,917*	*269,959*	*345,958*
Mariposa Pines	*1.05708854*	*76,057*	*80,399*	*41,418*	*38,981*
Don Pedro Sewer Zone	*1.05708854*	*295,347*	*312,208*	*74,501*	*237,707*
Mariposa Parking Dist.	*1.05708854*	*104,306*	*110,261*	*7,369*	*102,892*

*This is the factoring percentage resulting from the change in the California per capita personal income combined with the change in population on a percentage basis.

PASSED AND ADOPTED this 21st day of September 2021 by the Board of Supervisors of Mariposa County by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Marshall Long, Chair

ATTEST:

_____
RENÉ LAROCHE, Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM, County Counsel

Attachment: 21-22 Resolution Establishing Appropriation Limits (RES-2021-529 : Resolution Establishing Appropriation Limits for Fiscal Year

MARIPOSA COUNTY

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

MARSHALL LONG, CHAIR	**DISTRICT III**
ROSEMARIE SMALLCOMBE, VICE-CHAIR	**DISTRICT I**
TOM SWEENEY	**DISTRICT II**
WAYNE FORSYTHE	**DISTRICT IV**
MILES MENETREY	**DISTRICT V**

ACTION SUMMARY MINUTES

September 15, 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 Supervisors	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")

During public comment, Rick Leinheuser requested that CA8 be pulled to a later date. Supervisor Sweeney spoke in support CA10. Supervisor Menetrey extended thanks to the volunteers in CA14 and CA19. Chair Long noted that CA18 requires a 4/5th vote and inquired if any Board member was interested in pulling CA8. Supervisor Menetrey advised that he did not mind hearing what Mr. Leinheuser had to say. Chair Long pulled CA8 from the Consent Agenda.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Minutes Acceptance: Minutes of Sep 15, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

CA1. **Health and Human Services RES-2021-501**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2021-502**

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

CA3. **Sheriff's Office RES-2021-503**

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

CA4. **Board of Supervisors RES-2021-504**

Adopt a Resolution Recognizing the Opening of the Chinese Laundry Building At the Yosemite History Center in Wawona (Supervisor Smallcombe)

CA5. **Board of Supervisors**

Approve the Minutes of Tuesday, August 17, 2021

CA6. **Board of Supervisors**

Approve the Minutes of Tuesday, August 24, 2021

CA7. **Building RES-2021-505**

Approve Three Year Professional Services Agreement with Interwest Consulting Group to Assist the Building Department with Plan Checking Services in an Amount Not to Exceed $33,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. Item Considered Separately

CA9. **District Attorney/Victim Witness RES-2021-506**

Approve a Memorandum of Understanding (MOU) Between Mariposa County Health and Human Services Agency, Mariposa County Probation Department, Mariposa County Sheriff's Office and the Alliance for Community Transformations to Work Together Toward the Mutual Goal of Addressing the Gaps in Victim Services in Mariposa County; and Authorize the Mariposa County Administrative Officer to Sign the MOU

CA10. **HHS/Behavioral Health & Recovery Services RES-2021-507**

Approve First Amendment with Today is a New Day Recovery Home for Residential Recovery Services to Increase the Amount by $1,000 for a New Amount Not to Exceed $130,600; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA11. **HHS/Behavioral Health & Recovery Services RES-2021-508**

Approve an Agreement with CF Merced LLC for Psychiatric Hospitalizations in an Amount Not to Exceed $60,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. **HHS/Behavioral Health & Recovery Services RES-2021-509**

Minutes Acceptance: Minutes of Sep 15, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Approve an Agreement with Kings View Corporation to Provide Electronic Health Record Information System Technical Support and All Pay Sources Billing Services to Health and Human Services Agency (HHSA) in an Amount Not to Exceed $172,039; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA13. **HHS/Social Services** **RES-2021-510**

Approve a Three-Year Agreement with the California Department of Social Services (CDSS) Regarding the Provision and Receipt of Legal Services Associated with the Resource Family Approval (RFA) Program; and Authorize the Health and Human Services Agency Director to Sign the Agreement

CA14. **Planning** **2021-78**

Recognize the Service of Dan Lyle to the Fish Camp Town Planning Advisory Council (Supervisor Menetrey)

CA15. **Planning** **2021-79**

Recognize the Service of Ben Starr on the Greeley Hill Planning Advisory Committee (Supervisor Sweeney)

CA16. **Public Works** **RES-2021-511**

Approve Fourth Amendment with California Reforestation for Roadside Herbicide and Pre-Emergent Spraying to Extend the Term of the Agreement to October 31, 2021; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA17. **Public Works** **RES-2021-512**

Approve a Master Agreement with State of California Transportation Department (Caltrans) for Administering Agency-State Agreement for State-Funded Projects; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA18. **Public Works** **RES-2021-513**

Approve an Agreement with State of California Department of Transportation (Caltrans) for the Highway Safety Improvement Program (HSIP) for Triangle Road Striping Project; Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Receiving Unanticipated Revenue from the HSIP Fund ($20,000) 4/5ths Vote Required

CA19. **Public Works** **RES-2021-514**

Appoint Gary Friesen to Fill a Vacancy in Category "A" on the Airport Advisory Committee with a Term Expiring January 6, 2025; and Appoint Caleb Chaney as an Alternate Member to Fill an Unexpired Term Ending January 3, 2022, as Recommended by Board Liaisons Supervisors Long and Menetrey

CA20. **Public Works** **RES-2021-515**

Approve an Agreement with Fuchs General Contracting for the Emergency Power Generation Plug in Project #PWFA-0128-2104 in an Amount No to

Minutes Acceptance: Minutes of Sep 15, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Exceed $47,335; and Authorize Board of Supervisors Chair to Sign the Agreement

CA21. **Public Works** **RES-2021-516**

Modify the Special Summer Saturday in Coulterville Event on September 18, 2021 to Close "Main Street" Instead of "Park Lane" (County Roads) from 12:00 PM to 8:00 PM

Items Considered Separately

CA8. **Clerk of the Board of Supervisors** **RES-2021-517**

Adopt a Resolution Amending Exhibit "A" of Resolution 2010-262 to Clarify the Purpose of the Airport Advisory Committee

During public comment, Rick Leinheuser spoke in opposition to the item. Board discussion ensued with input from Shannon Hansen/Interim Public Works Director, and Supervisor Menetrey noting that he does not see that anything drastic is occurring.

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

E. Board Recognitions

1. **Board of Supervisors** **2021-80**

Proclaim September 17 - 23, 2021, as "Constitution Week" (Board Chair)

Judy Huffman/Daughters of the American Revolution, Merced River Chapter gave the report noting the history of Constitution Week. No public comment.

Chair Long presented the Proclamation to Ms. Huffman.

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

Recess

9:31 AM Chair Long recessed the meeting to allow Supervisor Menetrey to get a new mask and reconvened at 9:32 AM.

2. **HHS/Behavioral Health & Recovery Services** **2021-81**

Proclaim the Month of September 2021 as "Suicide Prevention Awareness Month"

Katy Cotter/Mariposa Minds Matter Task Force, Sheila Baker/Social Worker,

Minutes Acceptance: Minutes of Sep 15, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Shannon Gadd/Health and Human Services Agency Director, and Therese Williams/John C. Fremont Healthcare District Public Information Officer gave the staff report. Supervisor Smallcombe extended thanks for the item and requested that a copy of the information be sent to the Clerk of the Board for dissemination to local churches. During public comment, Donna Sanche inquired if the 800 number could be accessed from inside the county. Ms. Baker affirmed that it could.

Chair Long presented the Proclamation to Ms. Baker and Ms. Cotter.

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

F. Departmental Presentation

Eric Sergienko/County Health Officer advised that models had previously suggested a peak in cases around August 20th and peaked earlier, but was followed by Labor Day. Dr. Sergienko advised that an increase in cases tends to follow increased population mobility and the data suggests that the majority of current cases derive from travel or the Fair, with a specific cluster from Destruction Derby. Dr. Sergienko also advised that when looking at the statewide data, there is an eleven-fold reduction in death among vaccinated individuals, and a six-fold reduction between vaccinated and unvaccinated acquiring an infection. He noted that the region, as a whole, is seeing a leveling off of cases but that hospitals in Modesto are saturated, and discussed difficulties in obtaining an ICU bed. Dr. Sergienko also advised that, locally, vaccine clinics continue to be offered on Thursdays, and that they are continuing to vaccinate approximately 200 people each month. In response to Supervisor Menetrey's inquiries, Board discussion ensued regarding various treatments that are available, what will be needed to bring the county into the Moderate Tier, the challenge of having a drive-up testing site, and what current models are suggesting.

In response to an inquiry from Supervisor Forsythe, Joe Lynch/Assistant County Administrative Officer - Human Resources and Technical Services discussed the educational outreach that has been done with our employees, and what is being done with the bargaining groups. Supervisor Menetrey reported being contacted by a couple of employees who stated that they were instructed by their union to not test until an agreement is developed. Mr. Lynch noted that according to our labor lawyers and the California Public Employment Relations Board (PERB), the County is allowed to mandate testing and the Board did so in August. Mr. Lynch noted that we waited over a month, per our legal counsel, and we are within our rights to mandate testing. In response to Supervisor Menetrey's inquiry, Mr. Lynch noted that the relevant policy is complete and just needs to be put on the Board agenda. Supervisor Menetrey noted how easy the tests are to take, and advised that his position on the needing saliva tests has changed. Mr. Lynch advised that none of the saliva tests have met authorizations. In response to Supervisor Forsythe's suggestion, Mr. Lynch noted that the dates and times of testing will be posted.

Chris Bernard/County Fire - CAL FIRE announced that County Fire was recently awarded a grant for a skid steer and excavator, which will be used to improve fuel breaks. He also recognized all of department personnel as they have been covering county fire stations through the months of August and September. Supervisor

Minutes Acceptance: Minutes of Sep 15, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Smallcombe noted constituent interest in emphasizing the continued maintenance of the fuel breaks, and inquired as to the strategy to maintain those. Captain Bernard noted that they are working with CAL FIRE, who has a plan, but that Chief Ward would know more.

Matthew Matthiessen/John C. Fremont Healthcare District CEO discussed the vaccine mandate for health workers which takes effect on October 1st. He noted that over 70% of their staff is vaccinated but that they expect it likely that they will lose some employees as a result and, consequently, are looking at ways to minimize that impact. Mr. Matthiessen also advised that they were able to hire two new providers for the clinic; reminded that the Northside clinic is open; and advised that Tony McLean from Oakhurst Physical Therapy will be operating the Mariposa Physical Therapy Center.

Jacob Hawley/Mariposa Visitor Center Operations Manager reported they saw the highest traffic for a while on Labor Day weekend, and noted traveler concerns being expressed relative to forest closures. In response to Supervisor Smallcombe's inquiry, Mr. Hawley noted that they are still seeing people who do not know that a reservation is necessary to go into Yosemite National Park, but that reservations have been available the day prior.

G. Public Comment on Non-Agenda Items

Donna Sanche/Royal Oaks Estates resident discussed illegal marijuana grows on vacant land in her area and noted her concerns for resident safety, as well as possible water depletion.

Laurie Kinslow/Royal Oaks Estates resident provided the Board with handouts showing parcels with illegal marijuana grows, and requested that the Sheriff's Office receive the necessary resources to assist with the issue since she has been to the Sheriff's Office six or seven times on the issue and has been told that they cannot do anything. Ms. Kinslow advised of being confronted by two men with machetes; noted that Code Compliance has been some help; and advised that this entire county is overrun with violent, vicious growers. In response to Supervisor Menetrey's inquiry, Ms. Kinslow noted that all of the lots in Royal Oaks have wells. She also noted that there have been so many confrontations with growers, that a young couple is rethinking moving in there. She also noted that there are two large greenhouses with grows; and advised that something needs to be done to hurt them financially.

Kathleen Brat/Royal Oaks Estates resident discussed fire, criminal, and safety concerns associated with the illegal grows. She noted that many use generators which could ignite fires. She also expressed concerns regarding toxic chemical use, as well as lawlessness. She noted that there were break-ins which were reported to the Sheriff's Office but that nothing was done. Ms. Brat suggested that the Board, working with the Sheriff's Office, the Fire Department, and any other relevant departments, should develop a strategic plan regarding the issue.

Richard Townsend/Royal Oaks Estates property owner echoed the concerns about water problems, personal safety, and organized crime. Mr. Townsend also noted concerns that existing laws are not being enforced.

Tony McLean/Mariposa Physical Therapy introduced himself and discussed his background in physical therapy and his nexus with the community.

Nadia Townsend/Royal Oaks Estates homeowner expressed concerns regarding their safety because of the empty lots that are being used to grown marijuana. She requested that the Board look into the issue and assist them with law enforcement to help their community.

Minutes Acceptance: Minutes of Sep 15, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

An unidentified Royal Oaks Estate Resident echoed the previous concerns regarding illegal activity, and potential water depletion or contamination; and requested a coordinated effort involving the Board, elected officials, law enforcement, and others. He also clarified that what is being reported today are large scale operations on properties on which no one is living; and requested attention soon.

Rick Leinheuser advised that he sees the changes that were made as a change in the AAC's description and not the procedure, and that he will go back to the committee and recommend that they are going to do everything much the same way. Mr. Leinheuser also extended thanks to Supervisors Menetrey and Long, as well as Shannon Hansen, Gary Brown, and Jean Dordan from Public Works; advised that they have been meeting at the Arts Park; noted that sometimes they have not had enough people; and noted that the upcoming committee guidance may help generate some interest in joining committees.

Kelly Becca/Royal Oaks Estate resident requested that a plan be put together to impact these growers in their pocketbook because the Sheriff just takes the plants out. She also noted that these are places where no one lives so fire hazard exists from lack of maintenance, and noted concerns regarding the ability to escape during an emergency.

Supervisor Long extended thanks to everyone for coming forward today. Laurie Kinslow extended thanks to Supervisor Long for attending their meeting last week.

1. **Clerk of the Board of Supervisors (ID # 12189)**

Handouts from the Public Comment on Non-Agenda Items Portion of the September 15, 2021 Meeting

RESULT: INFORMATION RECEIVED

Recessed

11:06 AM Chair Long recessed the meeting for a brief break and reconvened at 11:13 AM.

H. Regular Agenda Items

1. **Planning 2021-ORD-1165**

Waive the Second Reading and Adopt an Ordinance Amending the Mariposa County Zoning Map for a 0.52 Acre Parcel, Assessor Parcel Numbers APN 013-020-034 and APN 013-020-036, from the Multi-Family Residential Zone to the Professional Office Zone Pursuant to General Plan/Area Plan/Zoning Amendment No. 2020-054; M.A.C.T. Health Board, Inc., Applicant. Project Site is Located at 5204 Hospital Rd., Mariposa, CA

Sarah Williams/Planning Director gave the staff report. No public input.

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

Minutes Acceptance: Minutes of Sep 15, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

2. **Planning RES-2021-518**

Adopt a Resolution Approving the Submittal of an Application for an Economic Development Administration (EDA) American Rescue Plan Act Grant for the Mariposa Creek Parkway Phase III Trailhead; Authorize the Board of Supervisors Chair to Sign a Letter of Support; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement, If Awarded (Subject to Approval as to Legal Form by County Counsel)

Mikey Goralnik/Community Design and Development Planner gave the staff report. No public comment.

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

3. **Public Works RES-2021-519**

Approve a Request for Proposals (RFP) for Leonard Road for Survey and Right of Way Acquisition Services; Authorize the Public Works and Transportation Interim Director to Select the Lowest Responsible Bidder; and Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel)

After discussion with Kevin Briggs/Assistant County Counsel, Supervisor Menetrey recused himself from this item because he has an interest in property on Leonard Road.

11:21 AM Supervisor Menetrey exited the Chambers.

Shannon Hansen/Interim Public Works Director gave the staff report. No public comment.

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

11: 23 AM Supervisor Menetrey returned to the Chambers.

4. **HHS/Social Services RES-2021-520**

Approve an Annual Subscription Agreement with Bitni, Inc. to Provide Software Services for Foster Care Case Management; and Authorize the Health and Human Services Agency Director to Sign the Agreement

Minutes Acceptance: Minutes of Sep 15, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Julianne Simms/Health and Human Services Agency (HHSA) Health Division Director gave the staff report. Supervisor Sweeney discussed the current process with Ms. Simms. No public input.

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

5. **Health and Human Services (ID # 12125)**

Waive the Second Reading and Adopt an Ordinance Adding Chapter 2.114 to Title 2 of the Mariposa County Code, Titled "Santa Cruz-Monterey-Merced-San Benito-Mariposa Multi-County Managed Medical Care Commission"

Shannon Gadd/HHSA Director gave the staff report accompanied by a PowerPoint presentation. During public comment, Matthew Matthiessen/John C. Fremont Healthcare District spoke in support of the item, and Janet Gain/Anthem Blue Cross spoke in opposition. Discussion ensued regarding the submission deadline, the procurement process, and the makeup of the advisory commission.

RESULT:	**INTRODUCED [UNANIMOUS] Next: 9/21/2021 9:00 AM**
MOVER:	Rosemarie Smallcombe, District I Supervisor
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Smallcombe, Sweeney, Long, Forsythe, Menetrey

6. **County Counsel RES-2021-521**

Approve Three Year Agreement with Coast Biomedical Equipment to Provide Automated External Defibrillator (AED) Preventative Maintenance on All County AEDs in an Amount Not to Exceed $45,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

Kevin Briggs/Assistant County Counsel gave the staff report. No public input.

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

I. Items removed from Consent Agenda

None.

Recessed

11:57 AM Chair Long recessed the meeting for lunch.

Minutes Acceptance: Minutes of Sep 15, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

J. 2:00 PM Reconvened

1. **Clerk of the Board of Supervisors (ID # 11950)**

CONDUCT PUBLIC HEARING #3 to Review Existing District Boundaries; Review State Redistricting Criteria; and Receive Public Input and Proposals Regarding County Supervisor Districts

René LaRoche/Clerk of the Board provided a brief overview of the redistricting process and reported on the public engagement efforts since the last public hearing. Sarah Williams gave an overview of the ranked order criteria that must be considered for the final district boundaries. During public comment, Paul Brickett discussed the data that has been released by the U.S. Census Bureau to date, inquired if the redistricting process relative to the census designated places, and inquired about the new software. Sarah Williams responded.

RESULT: HEARING CONCLUDED

Recess Board of Supervisors

2:32 PM Chair Long recessed the Board of Supervisors meeting, followed by the Clerk's reading of the Government Code announcement.

K. COULTERVILLE SERVICE AREA No. 1 BOARD (CVSA 1)

2:34 PM René LaRoche/Clerk of the Board convened the Coulterville Service Area No. 1 (CVSA 1) meeting with all Directors present and moved the Public Comment Period after the Regular Agenda.

CSA 1 Regular Agenda

1. **Clerk of the Board of Supervisors CVSA1-2021-1**

Selection of the 2021 Coulterville Service Area No. 1 Board (CVSA 1) Board Chair

René LaRoche gave the staff report clarifying that this item was to select the Board of Directors Chair and not the Chair of the Advisory Committee. No public comment.

ACTION: ***Tom Sweeney was selected as the 2021 Chair Coulterville Service Area No. 1 Chair.***

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

Minutes Acceptance: Minutes of Sep 15, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

2. **Clerk of the Board of Supervisors CVSA1-2021-2**

Selection of the 2021 Coulterville Service Area No. 1 Board (CVSA 1) Board Vice-Chair

No public comment.

ACTION: ***Rosemarie Smallcombe was selected as the 2021 Vice-Chair Coulterville Service Area No. 1 Chair.***

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

3. **Public Works CVSA1-2021-1**

Re-Appoint Rick Cordeiro; and Appoint Nina Rhodes as a Member who Resides in the Service Area Boundaries to the Coulterville Service Area No. 1 Advisory Board (CVSA 1) for Terms Expiring August 17, 2024

No public comment. Shannon Hansen/Interim Public Works Director gave the staff report, noting that there is still one vacancy.

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

Public Comment Period

None.

Adjourn CVSA 1

2:38 PM Chair Sweeney adjourned the CVSA 1 Board of Directors meeting.

Reconvene as Board of Supervisors

2:38 PM Chair Long reconvened the Board of Supervisors meeting.

L. Board Information

Information received.

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Minutes Acceptance: Minutes of Sep 15, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

M. Adjournment

2:59 PM Chair Long adjourned the meeting in memory of Jeri Correa, Tony Busse, Vere Geary, Virginia Scott, Alfred Bedard, Travis Kelly, and Mary Jane Roberts.

Respectfully submitted,

René LaRoche
Clerk of the Board

Marshall Long
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Sep 15, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

Child Support Services ·

RESOLUTION - ACTION REQUESTED 2021-530

MEETING: September 28, 2021

TO: The Board of Supervisors

FROM: Sharon Wardale-Trejo,

RE: Approve the Plan of Cooperation Between Child Support Services and Superior Courts of California

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RECOMMENDATION AND JUSTIFICATION:
Approve the Plan of Cooperation (POC) Between the Mariposa County Department of Child Support Services and the Superior Court of California, County of Mariposa; and Authorize the Board of Supervisors Chair to sign the Plan.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
There has been a Plan of Cooperation between the two agencies since 2000.

This Plan of Cooperation is a two-year agreement until September 30, 2023, which outlines the roles and responsibilities between the two local agencies as required by the AB1058 guidelines.

The Plan of Cooperation agreement is a template approved between the State Department of Child Support Services and the Judicial Council of California. The agreement requires the signatures of the Director of the Local Child Support Agency and the local Superior Court. The Plan of Cooperation is required for both agencies and is tied to eligibility for State funding.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and provide direction.

FINANCIAL IMPACT:
The Plan of Cooperation is necessary to ensure funding for the AB1058 program in the Superior Courts of California, County of Mariposa.

ATTACHMENTS:
AB1058 POC 2021-2023 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

REF ID# 12186

PLAN OF COOPERATION

BETWEEN
MARIPOSA LOCAL CHILD SUPPORT AGENCY AND MARIPOSA LOCAL COURT

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PLAN OF COOPERATION
Between
LCSA AND COURT

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PLAN OF COOPERATION
Between
LCSA AND COURT

1. PURPOSE

Assembly Bill 1058 (AB 1058), signed in 1996, established the Child Support Commissioner and Family Law Facilitator Program. The purpose of this legislatively mandated statewide program is to provide a cost-effective, expedited, and accessible process in the courts for establishing and enforcing child support orders in cases being enforced by local child support agencies. This mandate requires each superior court to have a child support commissioner to hear Title IV-D child support cases and to maintain an Office of the Family Law Facilitator to assist self-represented litigants. Title IV-D of the Social Security Act (42 U.S.C. § 601 et seq.) provides that each state shall establish and enforce support orders when public assistance has been expended or upon request for services by a parent.

AB 1058 provided for streamlined procedures in the courts and dedicated child support staff. The two (2) major elements of the AB 1058 Program are the Child Support Commissioner (CSC) component, and the Family Law Facilitator (FLF) component which were established in each court.

The purpose of this Plan of Cooperation (POC) is to describe the distinct roles and responsibilities to be performed by the local child support agency and the local court as each entity complies with its respective duties under Family Code sections 4250 - 4253 and 10000 – 10015, collectively also known as the AB 1058 Program.

This POC in no way shall abridge or infringe on the separate role of the court in exercising its duties over the application of the law in matters put before the court in individual cases. However, each party agrees to comply with Title IV-D and all implementing federal and state regulations and requirements promulgated thereunder.

2. AUTHORITY

The authority for the parties to enter into this POC is 42 USC § 654(7), 45 CFR § 302.34 and 45 CFR § 303.107.

This POC is entered into by and between the Mariposa County Department of Child Support Services (LCSA) and the Mariposa Superior Court of California (Court). LCSA and Court are hereinafter referred to collectively as the “Parties” and individually as “Party”.

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This POC and any amendments must be approved by the Director of the California Department of Child Support Services (DCSS Director) pursuant to Family Code § 17304(b) and (c) and will be approved as to form by the Judicial Council's AB 1058 Program Manager.

Each Party shall appoint a person to serve as the official contact and coordinator of the activities of each Party in carrying out this POC. In the event of a change of contact person, the Party shall promptly notify the other Party of the new contact. The initial appointees of each Party are:

Court:
Cynthia J. Busse, Court Executive Officer, cbusse@mariposacourt.org

LCSA:
Sharon D. Wardale-Trejo, Director of Merced-Mariposa Region, sharon.wardale-trejo@countyofmerced.com

3. STANDARDS FOR PERFORMANCE

Pursuant to 45 CFR § 303.107(b) and 45 CFR § 305.63, and upon adequate grant funding sufficient to meet staffing needs, the Parties to this POC agree to maintain an organizational structure and sufficient staff to maximize compliance with all Title IV-D performance standards, including time frames as defined in all relevant federal and state laws and regulations.

4. RESPONSIBILITIES

4.1. LCSA Responsibilities

The LCSA agrees to the following:

4.1.1. Contribute to maximizing compliance with case processing time frames established by all relevant federal and state laws and regulations by:

a. Promptly preparing the initial case and forwarding legal documents relating to the functions to be performed to the Court or other destinations as appropriate.
b. Monitoring and managing workflow to minimize intermittent backlogs and/or extraordinary increases in the volume of documents submitted to Court.
c. Maintaining sufficient legal staff to make all court appearances on Title IV-D issues.

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d. Making timely requests for court reporters and/or interpreters for court hearing appearances.

4.1. 2. Prepare and file legal documents, electronically where available, with the court.

4.1.3. Track cases, and actions within cases, including maintaining records of documents forwarded to the Court and documents returned from the Court.

4.1.4. Request that all hearings for child support matters are calendared for hearing by the Court's Child Support Commissioner(s) when the Commissioner(s) is/are available.

4.1.5. Prepare and submit orders and judgments promptly for signature by the Court's Child Support Commissioner(s).

4.1.6. Send electronic versions of data to the Court for those documents that may be electronically filed (e-filed).

4.1.7. Assist, where appropriate, the Family Law Facilitator in providing education and training regarding the Title IV-D child support program.

4.1.8 Ensure that case workers and attorneys complete annual training including but not limited to changes to federal and state child support law, rules of evidence, caselaw, the Uniform Interstate Family Support Act (UIFSA), and the calculation of child support using the Child Support Enforcement (CSE) Guideline Calculator.

4.2. Court Responsibilities

4.2.1. Oversee the selection and appointment of the Court's Child Support Commissioner(s) and Family Law Facilitators. Supervise the Court's Child Support Commissioner(s).

4.2.2. Ensure Title IV-D child support actions brought before the Court's Child Support Commissioner(s) have priority over other case types pursuant to Family Code § 4252.

4.2.3. To the extent permissible by law, Family Code § 7643, and California Rules of Court, rule 2.540, provide LCSA with electronic access to confidential and public records for child and spousal support, parentage, dissolution, legal separation, nullity of marriage, child custody proceedings, and domestic violence prevention proceedings.

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4.2.4. Work with the local child support agency to develop and implement filing and processing standards for all documents filed with the Court by the LCSA in Title IV-D cases, including electronic filing where available.

The time processing standard should not exceed ten (10) Court days or immediately upon request for a specific filing in exceptional circumstances with adequate notice to the Court and a showing of urgency.

If the Court is unable to meet these timeframes due to circumstances beyond the Court's control, the Court will inform and work with the LCSA to develop a plan to ensure timely filing of child support documents to the extent possible based on the Court's level of grant funding to meet staffing needs.

4.2.5. Provide court calendar time to meet 42 USC § 666(a)(2), 45 CFR § 303.4, and Family Code § 17400(c) processing timeframes, specifically;

a. That the court assigns a hearing date within three (3) to five (5) Court days of the filing of moving papers that require a hearing unless a later date is requested by the LCSA, other party to the case, or as otherwise granted or ordered by the Court.
b. The assigned Court dates shall not exceed sixty (60) calendar days from the date of the filing of the moving paper unless an extension is requested by the LCSA or as otherwise granted or ordered by the Court.
c. In the event of a change to the Court's weekly hearing schedule or weekly calendar which results in more than three (3) "dark" or non-operational court days in a month, the Court shall provide the Local Child Support Agency with a minimum of 30 days' notice. Where the Court is unable to meet this timeframe, due to circumstance beyond the Court's control, the Court shall provide notice as soon as the circumstance is known.
d. If the Court is unable to meet these timeframes due to circumstances beyond the Court's control, within thirty (30) calendar days, the Court will inform and work with the LCSA to develop a plan for meeting the timeframes outlined in subsections a and b, above, or in the alternative, agree to different specified timeframes that meet the needs of the program and with which the parties to this agreement can comply.

4.2.6. Ensure that the Court's Child Support Commissioner(s), Family Law Facilitators, and support staff, including clerical staff, as appropriate, complete appropriate training as prescribed by the Judicial Council of California. Such training shall include but not be limited to the Child Support Enforcement (CSE) Guideline Calculator practices.

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4.2.7. Ensure that Court's Child Support Commissioner(s) fully comply with Family Code §§ 4056 and 4065 and California Rules of Court, rule 5.260(b) by entering explanations for deviations from guideline calculations into the case record.

4.2.8. Court shall refer all Title IV-D actions or proceedings filed by any party or attorney other than the LCSA to a Child Support Commissioner unless the Child Support Commissioner is not available due to exceptional circumstances, as prescribed by California Rules of Court, rule 5.305.

4.2.9. Provide information regarding access to and availability of the Family Law Facilitator services in the court including but not be limited to; hours of operation, appointment services, and contact details.

4.3 Mutual Responsibilities

Both the LCSA and Court agree to:

4.3.1. Collaborate and coordinate with one another to maximize compliance with all Title IV-D/1058 program operations. Coordination shall include but not be limited to:
a. Prompt notification of any planned or implemented changes in case processing operations at the LCSA as a result of special projects, grant funding, or new staff that may impact the court,
b. The reassignment of courtrooms, changes in court calendar times, relocations of courtrooms within the county, limiting courtroom and commissioner availability,
c. Changes to the availability of dedicated meet and confer space for Title IV-D Program participants,
d. Changes to the ability of the court to accommodate automation and internet connectivity,
e. The ability of the LCSA and Court to accommodate remote hearings and adopt other mutually beneficial technological advancements
f. The availability of resources for the Court to provide interpretation services, including whether there are sufficient funds available to provide the service, the availability of interpreters to provide the service in the specific language needed and the process for notifying the Court of the need for interpretation services to reduce continue hearings if the resource is unavailable.

4.3.2. The Court and LCSA shall meet periodically, but no less than quarterly, to discuss procedural, performance, and processing issues of mutual interest and concern that may arise in connection with this POC and the handling of Title IV-D cases, including, but not limited to, automation issues,

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processing cases within federal and state timeframes, processing cases in accordance with procedures mandated by federal and state laws, federal and state regulations, and statewide rules of court.

In addition to the Court Executive Officer or designee(s), these meetings may include representatives from the Court, including but not limited to the Child Support Commissioner(s), Court Clerks, and court operations, as well as representatives from the LCSA. These meetings may also include, but are not required to include, the Family Law Facilitator, the private bar, defense counsel, representatives of other County of Mariposa departments, members of the public and others, as appropriate, on either an ad hoc or regular basis.

4.3.3. Every reasonable effort shall be made to avoid a blanket peremptory challenge of the Court's Child Support Commissioner(s) by the LCSA. Prior to the LCSA exercising a blanket challenge, at least one meet-and-confer session shall be convened in an attempt to resolve the issues giving rise to the possible blanket preemptory challenge.

Such session shall, at a minimum, include a representative of the LCSA and the Court's Presiding Judge or designee.

If appropriate, the representatives of the Court's Executive Office, other county departments, the Judicial Council, the California Department of Child Support Services, and others may be invited to participate in one or more of the meet-and-confer sessions.

5. E-FILING

5.1. E-filing is the bi-directional file exchange of legal document data between the Court's Case Management System and the DCSS system of record.

5.2. Both Parties will support the expansion of e-filing. Court will invite the LCSA to join with other justice partner agencies and stakeholders during the process of implementation of any new Court Case Management System.

5.3. Should the Court transition onto a new Case Management System that includes implementation of a family law case type, the Court will work with the LCSA to clarify current and future e-filing business practices.

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5.4. The LCSA shall immediately notify the California Department of Child Support Services when it receives an invitation from the Court during the process of implementation of any new Court Case Management System.

5.5. Documents should be processed within ten (10) business days of receipt by the Court unless circumstances not under the Court's control require additional time.

6. FINANCIAL ARRANGEMENTS

6.1. Direct or Indirect Costs paid in DCSS/Judicial Council Contract

Direct and indirect costs incurred by the Court in performance of Title IV-D activities or services, including but not limited to, the provision of IV-D Commissioner(s) and Family Law Facilitators, are already funded under the contract between the California Department of Child Support Services and the Judicial Council of California. **No direct or indirect costs for services or supplies may be claimed or paid under this POC. Government Code § 6103.9 only allows for the Court to claim these costs through their contract(s) with the Judicial Council of California, not through this POC with the LCSA.**

6.2 Exemption from Fees and Reimbursements for Services

Parties acknowledge that the LCSA is exempt from payment of any fees or reimbursements for services in any action or proceeding brought for the establishment of paternity or a child support obligation, or the enforcement of a child, medical or spousal support obligation including, but not limited to:

- Fees for providing certified or non-certified copies of documents; and,
- Filing fees.

7. RECORDS MAINTENANCE & SAFEGUARDING

7.1. Maintain Adequate Records

All records and documentation shall be maintained in accordance with federal and state requirements. The Court and LCSA shall maintain full and accurate records with respect to all matters covered under this POC.

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The Court shall maintain the original documents filed with the court by any party in a case under Title IV-D. Original documents may be maintained by the Court in electronic form.

7.2. Information Security and Data Protection

The Parties are responsible for safeguarding all information in accordance with all applicable federal and state laws and regulations, particularly Family Code § 17212, Welfare & Institutions Code § 11478.1, 26 USC § 6103, 42 USC § 654(26), Title 22 CFR §§ 111430 – 111440, and IRS Publication 1075.

7.2.1. Federal Tax Information

In performance of this POC, the LCSA will take all appropriate actions to ensure that the Court will not be given access to federal tax information (FTI), unless otherwise authorized by statute. However, inadvertent or incidental access to FTI may still occur. It is incumbent upon both the LCSA and the Court to comply with and train its officers and employees of the provisions of IRC §§ 7213 and 7213A, Unauthorized Disclosure of Information, and IRC § 7431, Civil Damages for Unauthorized Disclosure of Returns and Return Information.

Willful unauthorized disclosure of returns and return information is a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. Willful unauthorized disclosure of returns and return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are set forth at 26 CFR § 301.6103(n)1.

California Rules of Court, rule 1.201 governs who is responsible for redacting court documents.

Timely notification of an unauthorized disclosure of FTI is of the highest importance. The LCSA and the Court shall immediately conduct an internal investigation to determine if FTI was in fact disclosed without authorization. The Court and the LCSA shall immediately, but no later than 24 hours after discovery of a possible unauthorized disclosure involving FTI, contact the California

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Department of Child Support Services as well as the local court Information Security Officer.

7.2.2. Notice of Security Breach

The Court shall notify California Department of Child Support Services Information Security Officer of any information security breach involving LCSA information, other than FTI, as soon as practicable; but no more than 24 hours after discovery. The notification shall describe the incident in detail. The Court shall cooperate with California Department of Child Support Services Information Security Officer and LCSA in investigations of information security incidents.

Contact: (916) 464-5045 and/or info.security@dcss.ca.gov

The LCSA shall notify the Court of any information security breach involving non-public Court information related to this POC, as soon as practicable; but no more than 24 hours after discovery. The notification shall describe the incident in detail. The LCSA shall cooperate with the Court and the Judicial Council of California in investigations of information security incidents.

The California Department of Child Support Services shall notify the Court of any information security breach involving non-public Court information related to this POC, as soon as practicable; but no more than 24 hours after discovery. The notification shall describe the incident in detail. The California Department of Child Support Services and LCSA shall cooperate with the Court and the Judicial Council of California in investigations of information security incidents.

7.2.3. Notify Officers and Employees of Penalties

It is incumbent upon the Court to inform its employees of the penalties for unauthorized disclosure imposed by the Privacy Act of 1974, 5 USC § 552a. Specifically, 5 USC § 552a(i)(1), which is made applicable to the Court by 5 USC § 552a(m)(1), provides that any officer or employee of the Court, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the

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material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor.

8. DURATION AND RENEWAL OF POC

This POC shall be effective upon signing of Parties, approval of the DCSS Director, and approval as to form by the Judicial Council's AB 1058 Program Manager. The initial term of this POC shall be two years or until July 1, 2023, whichever is earlier. This POC shall automatically renew for an additional two-year term, until and unless it is expressly superseded by a future POC. The POC will not renew if a change is requested by either party by January 30 of the renewal year.

9. ENTIRE AGREEMENT

This POC constitutes the final, complete, and exclusive statement of the terms between the Parties pertaining to the subject matter of the POC and supersedes all prior POCs. Parties are not bound by any oral agreement which has not been reduced to writing herein. The Parties may attach and incorporate herein by reference an Attachment B to memorialize a specific local practice or other areas of common concern unique to the Parties. Any attachment to this POC is subject to the final approval of the DCSS Director and the approval as to form by the AB 1058 Program Manager.

10. AMENDMENT

Amendments to this POC may be made by either Party to this POC. However, all amendments must be in writing, signed by the Parties and approved by the DCSS Director and approved as to form by the Judicial Council's AB 1058 Program Manager.

The Parties agree that if federal, state, and county funds for the program are or become insufficient for any reason including inadequate appropriation, budgetary reductions, reallocations, etc.; this POC shall be amended to the extent feasible to reflect the reduction in funding, otherwise it shall be of no further force and effect. Before this POC may be amended or terminated for insufficiency of funding, both Parties shall meet and confer with the DCSS Director and the Judicial Council's AB 1058 Program Manager to discuss amendment alternatives as described in the Paragraph 11 "Dispute Resolution."

Any provision of this POC which conflicts with new or revised state and federal laws, regulations, court rules, and requirements shall be deemed amended to

Attachment: AB1058 POC 2021-2023 (RES-2021-530 : Approve the Plan of Cooperation Between Child Support Services and Superior Courts of

conform with the new or revised federal and state laws, regulations, court rules, and requirements.

11. DISPUTE RESOLUTION

In the event of any dispute arising out of or relating to this POC, the Parties shall attempt, in good faith, to promptly resolve the dispute. If the dispute cannot be resolved by their mutual agreement, the dispute shall be elevated to the Court Executive Officer or designee, DCSS Director and the Judicial Council's AB 1058 Program Manager to resolve the issue.

The Parties shall, without delay, continue to perform their respective obligations under this POC whether or not affected by the dispute.

12. TERMINATION

Either Party may terminate this POC, after giving the other Party ninety (90) days written notice of the intent to terminate and only after all attempts to resolve any and all disputes have been exhausted as described above in Paragraph 11.

In the event of termination of this POC, both Parties shall prepare a mutually agreed upon a Plan of Termination of Services so as to minimize disruption of services to the Title IV-D program services and allow the LCSA to seek replacement court services. In addition, the Parties will continue to carry out the duties and responsibilities described herein until the operational date or agreed upon date of termination in the Plan of Termination of Services.

13. SEVERABILITY

If any term of this POC is inconsistent with any applicable law, regulation, rule or policy, then that part of the POC shall be invalid and the unaffected parts shall remain in full force and effect.

If any provision of this POC is held by a court to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated.

Attachment: AB1058 POC 2021-2023 (RES-2021-530 : Approve the Plan of Cooperation Between Child Support Services and Superior Courts of

14. COUNTERPARTS

This POC may be signed in two or more counterparts. When at least one such counterpart has been signed by each Party approved by the DCSS Director and approved as to form by the Judicial Council's AB 1058 Program Manager, this POC shall be deemed to have been fully executed. Each counterpart shall be deemed to be an original, and all counterparts shall be deemed to be one and the same POC.

15. AUTHORIZATION

We the undersigned, as authorized representatives of the County of Mariposa Department of Child Support Services and the Superior Court of California, County of Mariposa do hereby approve and enter into this POC for the services described in this document. In performance of the provisions of this POC, the Parties agree to comply with Title IV-D and all federal and state laws, regulations, policies and directives.

Sharon D. Wardale-Trejo, Director
Child Support Services Department
County of Mariposa

Cynthia J. Busse, CEO
Superior Court of California
County of Mariposa

Approved:

DAVID KILGORE, Director
California Department of
Child Support Services

Approved as to form:

ANNA L. MAVES, Director
AB 1058 Program Manager
Center for Families, Children and the
Courts Judicial Council of California

Attachment: AB1058 POC 2021-2023 (RES-2021-530 : Approve the Plan of Cooperation Between Child Support Services and Superior Courts of

MARIPOSA COUNTY

Child Support Services ·

RESOLUTION - ACTION REQUESTED 2021-531

MEETING: September 28, 2021

TO: The Board of Supervisors

FROM: Sharon Wardale-Trejo,

RE: Authorization for Child Support Services to Close Public Lobby

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RECOMMENDATION AND JUSTIFICATION:
Authorize Child Support Services to Close Public Lobby from 12:00 PM on Thursday, October 21, 2021 and All Day Friday, October 22, 2021 to allow for training while statewide computerized systems are offline.

The statewide child support enforcement system, CSE, 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 noon on Thursday, October 21, 2021 and all day Friday, October 22, 2021 as the state changes to a cloud-based platform. All systems are scheduled to be available once more by Monday, October 25, 2021 at 6:00 am.

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 period. 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: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

MARIPOSA COUNTY

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

MEETING: September 28, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: CAO (Purchasing Agent) Signed Agreements

RECOMMENDATION AND JUSTIFICATION:
Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in August of 2021.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board receives a synopsis of CAO Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board will be unaware of the contracts that the CAO has authorized.

ATTACHMENTS:
CAO approved agreements 9-21-21 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

BOARD REPORT ON CAO EXECUTED CONTRACTS

Board Agenda Item for September 21, 2021

Contractor	Amount	Term	Service	Department
Graviton Consulting Services	$49,500	9-1-21 to 1-31-22	Managed Services Production Support for ERP	Administration
Harris and Associates	$7,450	7-1-21 to 6-30-22	CSA Fire Suppression Assessment	Administration
Northern Mariposa County History Center	$5,025	7-1-21 to 6-30-22	Provide Historical Preservation and Education Services	Administration
Preparative Consulting	$17,000	5-14-21 to 12-31-21	Emergency Training	Administration
Alan Johnson, S.W.I.F.T	$10,000	7-1-20 TO 6-30-21	SWIFT Coordination	Administration
Yosemite Renaissance	$6,700	7-1-21 to 6-30-22	Art Programming and Services Related to Yosemite National Park	Administration
California Reforestation, Inc.	$22,000	7-15-21 to 6-30-22	Pest Control Servies for Noxious Weed Contract	Agriculture
Patton Air Conditioning	$20,000	6-1-21 to 11-30-21	Installation of Equipment	HHSA
Mariposa Portable Sanitation	$30,000	7-1-21 to 6-30-22	Sanitation Services	HHSA
PA= Purchasing Agent (CAO)				
APA= Assistant Purchasing Agent (Department Head)				

Attachment: CAO approved agreements 9-21-21 (2021-82 : CAO (Purchasing Agent) Signed Agreements)

MARIPOSA COUNTY

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

MEETING: September 28, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Department Head Signed Agreements

RECOMMENDATION AND JUSTIFICATION:
Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in August of 2021.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board receives a synopsis of Department Head Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board will be unaware of the contracts that the Department Heads have authorized as Assistant Purchasing Agents.

ATTACHMENTS:
Department Head approved agreements 9-21-21 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

BOARD REPORT ON DPARTMENT HEAD EXECUTED CONTRACTS

Board Agenda Item for September 21, 2021

Contractor	Amount	Term	Service	Department
Harold L. Seymour	$2,500	8-5-21 to 8-4-22	Expert Witness Testimony	DA
Wendy Patrick	$3,500	6-25-21 to 6-24-22	Expert Witness Testimony	DA
Radio Merced	$5,200	8-1-21 to 12-31-21	Tobacco Education Radio Advertising	HHSA
DBT Transportation Services, LLC	$6,500.00	7-1-21 to 6-30-22	AWOS System Maintenance - Airport	PW
Critical Research	$550	1-1-21 to 12-31-21	APBnet Annual Support fee for Software Program	SO
PA= Purchasing Agent (CAO)				
APA= Assistant Purchasing Agent (Department Head)				

Attachment: Department Head approved agreements 9-21-21 (2021-83 : Department Head Signed

MARIPOSA COUNTY

County Counsel · (209) 966-3222

MEETING: September 28, 2021

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Recognize, Reappoint and Appoint Members to the Mariposa County Safety Committee

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RECOMMENDATION AND JUSTIFICATION:
Recognize Stephanie Topping for her past Service on the Mariposa County Safety Committee; Reappoint Pete Judy, Joe Lynch, and Sterling Cramer as Management Representatives; Reappoint Debbie Wass, Erick Hanneman, Jenifer Canter, Matthew Rouse, Richard Mills and Patience Good as Rank and File Representatives; and Appoint Shannon Hansen as a Management Representative and Josh Keheley as a Rank & File Representative to the Mariposa County Safety Committee for Two Year Terms Expiring 9/28/2023.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board approved the establishment of a "Safety Commission and Advisory Committee" on April 23, 1991 in order to comply with California Labor Code Section 6401.7, which is still the prevailing law. On July 7, 2015, the Board amended the Commission and renamed it to "Mariposa County Safety Committee" and subsequently approved Bylaws on August 15, 2017.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board may appoint different members to the Safety Committee.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

MARIPOSA COUNTY

District Attorney/Victim Witness · (209) 966-3626

RESOLUTION - ACTION REQUESTED 2021-532

MEETING: September 28, 2021

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: County Victim Services Grant Application 2021-2022 FY

RECOMMENDATION AND JUSTIFICATION:

Approve the 2021-2022 County Victim Services (XC) Grant Application Administered through the State of California Office of Emergency Services (CalOES) in an Amount Not to Exceed $129,384; and Authorize the Board of Supervisors Chair to Sign the Grant Application.

The County Victim Services (XC) Grant commences January 1, 2022, and runs through December 31, 2022, and provides the District Attorney's Office with funding for direct services to victims of crime.

The County Victim Services (XC) Grant is a 12-month Grant, in which recipients are required to reapply each new grant period with the approval of the current application and upon approval by Cal OES. This will be the District Attorney's fourth year of County Victim Services Grant funding through the Victim Witness Assistance Program. Grant subrecipients are required to convene a Victim Services Steering Committee (VSSC) to identify victim services gaps and needs in our jurisdiction. The VSSC has convened in preparation of writing this grant application and have noted in the application the gaps we collectively see in each of our positions.

This program funds 10% of the Victim Witness Supervisor position, an 100% Victim Witness Advocate, and a 80% Victim Witness Advocate. The District Attorney's Victim Witness Program is fully funded by State and Federal funds with no assistance from the General Fund.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors has approved the County Victim Services Grant starting in 2016 to expand the services of victims of crime in Mariposa County. The Board of Supervisors approved last year's application in resolution 2020-573. Funding for the program is provided through the State of California Emergency Management Agency.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not approving the County Victim Services (XC) Grant Application would cause funds to not be received which are needed to fund victim services and the Victim Witness Program. The Mariposa County Crime Victims would not have access to as many

resources or services that is currently provided.

FINANCIAL IMPACT:
The Victim Witness Assistance Program is fully funded with State and Federal Grant Funds. No additional General Funds will be used. This grant has been incorporated in the requested budget for county fiscal year 2021-2022

ATTACHMENTS:
Scan of XC21 04 0220 Grant Application (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

GAVIN NEWSOM
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Request For Application Cover Sheet

County Victim Services (XC) Program

Submitted by:
Mariposa County District Attorney's Office
5085 Bullion Street
Post Office Box 730
Mariposa, California 95338
Office: (209) 742-7441
Fax: (209) 966-5681

Attachment: Scan of XC21 04 0220 Grant Application (RES-2021-532 : County Victim Services Grant Application 2021-2022 FY)

(Cal OES Use Only)

Cal OES #		FIPS #		VS#		Subaward #	

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

1. **Subrecipient:** County of Mariposa — **1a. DUNS#:** 071859607

2. **Implementing Agency:** Mariposa County District Attorney's Office — **2a. DUNS#:** 071859607

3. **Implementing Agency Address:** 5085 Bullion Street, Post Office Box 730 (Street) | Mariposa (City) | 95338-0730 (Zip+4)

4. **Location of Project:** Mariposa (City) | Mariposa (County) | 95338-0730 (Zip+4)

5. **Disaster/Program Title:** XC - County Victim Services Program — **6. Performance Period:** 1/1/2021 (Start Date) **to** 12/31/2021 (End Date)

7. **Indirect Cost Rate:** N/A — **Federally Approved ICR** (if applicable): _____ %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2019	VOCA		$64,424					$64,424
9.	2020	VOCA		$19,085					$19,085
10.	2021	VCGF	$45,875						$45,875
11.	Select	Select							
12.	Select	Select							
Total	**Project**	**Cost**	$45,875	$83,509	$129,384				$129,384

13. **Certification** - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. **CA Public Records Act** - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. **Official Authorized to Sign for Subrecipient:**

Name: Walter W. Wall — Title: Mariposa County District Attorney

Payment Mailing Address: Post Office Box 730 — City: Mariposa — Zip Code+4: 95338-0730

Signature: _____ Date: _____

16. **Federal Employer ID Number:** 770068152

(FOR Cal OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

(Cal OES Fiscal Officer) **(Date)** **(Cal OES Director or Designee)** **(Date)**

Attachment: Scan of XC21 04 0220 Grant Application (RES-2021-532 : County Victim Services Grant Application 2021-2022 FY)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Contact Information

Grant Subaward #: XC21 04 0220

Subrecipient: County of Mariposa/Mariposa County District Attorney's Office

1. **Grant Subaward Director**:
   Name: Walter W. Wall Title: Mariposa County District Attorney
   Telephone #: (209)966-3626 Email Address: wwall@mariposacounty.org
   Address/City/ Zip Code (9-digit): 5085 Bullion Street- P.O. Box 730, Mariposa, California 95338-0730

2. **Financial Officer**:
   Name: Luis Mercado Title: Mariposa County Auditor
   Telephone #: (209)966-7606 Email Address: lmercado@mariposacounty.org
   Address/City/ Zip Code (9-digit): 4982 10th Street- P.O. Box 729, Mariposa, California 95338-0729

3. **Programmatic Point of Contact**:
   Name: Jessica Mimnaugh Title: Victim Witness Supervisor
   Telephone #: (209)742-7441 Email Address: jmimnaugh@mariposacounty.org
   Address/City/ Zip Code (9-digit): 5085 Bullion Street - P.O. Box 730, Mariposa, California 95338-0730

4. **Financial Point of Contact**:
   Name: Jessica Mimnaugh Title: Victim Witness Supervisor
   Telephone #: (209)742-7441 Email Address: jmimnaugh@mariposacounty.org
   Address/City/ Zip Code (9-digit): 5085 Bullion Street- P.O. Box 730, Mariposa, California 95338-0730

5. **Executive Director** of a Non-Governmental Organization or the **Chief Executive Officer** (i.e., chief of police, superintendent of schools) of the implementing agency:
   Name: Dallin Kimble Title: Mariposa County Administrative Officer
   Telephone #: (209)966-3222 Email Address: dkimble@mariposacounty.org
   Address/City/ Zip Code (9-digit): 5100 Bullion Street - Post Office Box 784, Mariposa, California 95338-0784

6. **Official Designee**, as stated in Section 15 of the Grant Subaward Face Sheet:
   Name: Walter W. Wall Title: Mariposa County District Attorney
   Telephone #: (209)966-3626 Email Address: wwall@mariposacounty.org
   Address/City/ Zip Code (9-digit): 5085 Bullion Street- P.O. Box 730, Mariposa, California 95338-0730

7. **Chair** of the **Governing Body** of the Subrecipient:
   Name: Marshall Long Title: Chair, Mariposa County Board of Supervisors
   Telephone #: (209)966-3222 Email Address: mlong@mariposacounty.org
   Address/City/ Zip Code (9-digit): 5100 Bullion Street - Post Office Box 784, Mariposa, California 95338-0784

Attachment: Scan of XC21 04 0220 Grant Application (RES-2021-532 : County Victim Services Grant Application 2021-2022 FY)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Signature Authorization

Grant Subaward #: XC21 04 0220

Subrecipient: Mariposa County

Implementing Agency: Mariposa County District Attorney's Office

The **Grant Subaward Director** and **Financial Officer** are **REQUIRED** to sign this form.

Grant Subaward Director:

Printed Name: Walter W. Wall

Signature: _____

Date: _____

Financial Officer:

Printed Name: Luis Mercado

Signature: _____

Date: _____

The following persons are authorized to sign for the **Grant Subaward Director:**

Signature: _____

Printed Name: Jessica Mimnaugh

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

The following persons are authorized to sign for the **Financial Officer:**

Signature: _____

Printed Name: Rebecca Sebastian

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Attachment: Scan of XC21 04 0220 Grant Application (RES-2021-532 : County Victim Services Grant Application 2021-2022 FY)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Certification of Assurance of Compliance

Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program

Grant Subaward #: XC21 04 0220

Subrecipient: Mariposa County

I, Walter W. Wall (Official Designee; same person as Section 15 of the Grant Subaward Face Sheet) hereby certify that the above Subrecipient is responsible for reviewing the Subrecipient Handbook (SRH) and adhering to all of the Grant Subaward requirements (state and/or federal) as directed by Cal OES including, but not limited to, the following areas:

I. Federal Grant Funds – SRH Sections 14.005

Subrecipients expending $750,000 or more in federal grant funds annually are required to secure a single audit pursuant to Office of Management & Budget (OMB) Uniform Guidance 2 Code of Federal Regulations (CFR) Part 200, Subpart F and are allowed to allocate federal funds for the audit costs.

- [x] Subrecipient expends $750,000 or more in federal funds annually.
- [ ] Subrecipient does not expend $750,000 or more in federal funds annually

II. Equal Employment Opportunity – SRH Section 2.025

It is the public policy of the State of California to promote equal employment opportunity (EEO) by prohibiting discrimination or harassment in employment because of race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, age, sexual orientation, veteran and/or military status, protected medical leaves (requested or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by state or federal law. **Subrecipients certify that they will comply with all state and federal requirements regarding EEO, nondiscrimination, and civil rights.**

EEO Officer: Joe Lynch

Title: Asisstant County Administrative Officer

Address: 4988 11th Street Suite B - P.O. Box 1917 Mariposa, CA 95338

Telephone Number: (209)742-1379

Email Address: jlynch@mariposacounty.org

Attachment: Scan of XC21 04 0220 Grant Application (RES-2021-532 : County Victim Services Grant Application 2021-2022 FY)

III. Drug-Free Workplace Act of 1990 – SRH Section 2.030

The State of California requires that every person or organization receiving a Grant Subaward or contract shall certify it will provide a drug-free workplace.

IV. California Environmental Quality Act (CEQA) – SRH Section 2.035

The California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000 et seq.) requires all Cal OES-funded Subrecipients to certify compliance with CEQA. Subrecipients must certify they have completed, and will maintain on file, the appropriate CEQA compliance documentation.

V. Lobbying – SRH Sections 2.040 and 4.105

Grant Subaward funds, property, and funded positions must not be used for any lobbying activities. This includes, but is not limited to, being paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

VI. Debarment and Suspension – SRH Section 2.045

Subrecipients receiving federal funds must certify that they will adhere to Federal Executive Order 12549, Debarment and Suspension. The Subrecipient certifies that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency.

The Subrecipient certifies that it will not make any Second-Tier Subaward, or enter into any contract greater than $25,000, with parties that are debarred, suspended, or otherwise excluded or ineligible for participation in Federal programs or activities.

VII. Proof of Authority from City Council/Governing Board – SRH Section 1.055

Subrecipients accept responsibility for and must comply with the requirement to obtain a signed resolution from governing body (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a Grant Subaward (and applicable Grant Subaward Amendments) with Cal OES. It is agreed that any liability arising out of the performance of this Grant Subaward, including civil court actions for damages, shall be the responsibility of the Subrecipient. The State of California and Cal OES disclaim responsibility of any such liability. Furthermore, it is also

Attachment: Scan of XC21 04 0220 Grant Application (RES-2021-532 : County Victim Services Grant Application 2021-2022 FY)

agreed that Grant Subaward funds received from Cal OES shall not be used to supplant expenditures controlled by the governing board.

Subrecipients are required to obtain written authorization by the governing body (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a Grant Subaward (and applicable Grant Subaward Amendments) with Cal OES. The Applicant is also required to maintain said written authorization on file and make readily available upon demand.

VIII. Civil Rights Compliance – SRH Section 2.020

The Subrecipient complies with all laws that prohibit excluding, denying or discriminating against any person based on actual or perceived race, color, national origin, disability, religion, age, sex, gender identity, and sexual orientation in both the delivery of services and employment practices and does not use federal financial assistance to engage in explicitly religious activities.

IX. Federal Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program Special Conditions

1. Applicability of Part 200 Uniform Requirements

The Subrecipient must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and Subawards ("Subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the Subrecipient must retain – typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the Subrecipient must provide access, include performance measurement information, in addition to

Attachment: Scan of XC21 04 0220 Grant Application (RES-2021-532 : County Victim Services Grant Application 2021-2022 FY)

the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Subrecipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The Subrecipient must to comply with the DOJ Grants Financial Guide. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance.

3. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OJP authority to terminate award)

The Subrecipient must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipients, Subrecipients ("Subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the Subrecipient or of any Subrecipient.

The details of the Subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by Subrecipients and Subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

4. Requirements related to System for Award Management and Universal Identifier Requirements

The Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The Subrecipient also must comply with applicable restrictions on Second-Tier Subawards, including restrictions on subawards to entities that do not acquire and provide (to the Subrecipient) the unique entity

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identifier required for SAM registration.

The details of the Subrecipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

5. Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events

The Subrecipient must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6. Compliance with General Appropriations-Law Restrictions on the Use of Federal Funds

The Subrecipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes.

Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm, and are incorporated by reference here.

Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm, and are incorporated by reference here.

Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2020, are set out at https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm, and are incorporated by reference here.

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Should a question arise as to whether a particular use of federal funds by a Subrecipient would or might fall within the scope of an appropriations-law restriction, the Subrecipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

7. Reporting Potential Fraud, Waste, & Abuse

The Subrecipient must promptly refer to DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, Subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

8. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters

No Subrecipient under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

a. In accepting this award, the Subrecipient:

- Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or

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contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

- Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

b. If the Subrecipient does or is authorized under this award to make Subawards, procurement contracts, or both:

- It represents that (1) it has determined that no other entity that the Subrecipient's application proposes may or will receive award funds (whether through a Subaward, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

- It certifies that, if it learns or is notified that any Subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

9. Encouragement of Policies to Ban Text Messaging while Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Subrecipient understands that DOJ encourages Subrecipients to adopt

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and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10. OJP Training Guiding Principles

    Any training or training materials that the Subrecipient develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

11. Requirement to report actual or imminent breach of personally identifiable information (PII)

    The Subrecipient must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it – (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The Subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $150,000 (for 2018 federal award) or $250,000 (for 2019 & 2020 federal awards)

    The Subrecipient must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold ($150,000 [for 2018 federal award] currently, $250,000 [for 2019 & 2020 federal awards]). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a Subaward).

    The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $150,000 [for 2018 federal award] and exceed $250,000 [for 2019 & 2020 federal

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award]), and are incorporated by reference here.

13. Requirement for Data on Performance and Effectiveness Under the Award

The Subrecipient must collect and maintain data that measure the

performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

14. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The Subrecipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Subrecipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

15. VOCA Requirements

The Subrecipient must comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.

16. Demographic Data

The Subrecipient must collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

17. Performance Reports

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The Subrecipient must submit quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

18. Access to Records

The Subrecipient must authorize the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.

19. All Subawards ("Subgrants") must have specific federal authorization

The Subrecipient must comply with all applicable requirements for authorization of any Subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "Subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any Subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All Subawards ("Subgrants") must have specific federal authorization), and are incorporated by reference here.

20. Unreasonable restrictions on competition under the award; association with federal government

This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used.

a. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable

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requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no Subrecipient may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

b. Monitoring

The Subrecipient's monitoring responsibilities include monitoring of compliance with this condition.

c. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

d. Rules of construction

1) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor, grant Subrecipient or Subrecipient, agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

2) Nothing in this condition shall be understood to authorize or require any Subrecipient or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

21. Determination of suitability to interact with participating minors

This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ, the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

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The Subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42

    The Subrecipient must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

    The Subrecipient must comply with all applicable requirements of 28

    C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

24. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

    The Subrecipient must comply with all applicable requirements of 28

    C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

    Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to

    Subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Subrecipients and Subrecipients that are faith-based or religious organizations.

    The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-

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bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

25. Restrictions on "Lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the Subrecipient, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the Subrecipient to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, Subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a Subrecipient would or might fall within the scope of these prohibitions, the Subrecipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Subgrant Award Report (SAR)

The Subrecipient must submit a SAR to OVC for each Subrecipient of the VOCA victim assistance funds, within ninety (90) days of awarding funds to the Subrecipient. Subrecipients must submit this information through the automated system.

27. Effect of Failure to Address Audit Issues

The Subrecipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the Subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this Grant Subaward), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

28. Additional DOJ Awarding Agency Requirements (2018, 2019, & 2020)

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The Subrecipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the Subrecipient is designated as "high- risk" for purposes of the DOJ high-risk grantee list.

29. Hiring Documents

The Subrecipient must keep, maintain, and preserve all documentation (such as Form I-9s or equivalents) regarding the eligibility of employees hired using the fund.

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All appropriate documentation must be maintained on file by the Subrecipient and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Subrecipient may be ineligible for Subaward of any future grants if the Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

CERTIFICATION

I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby swear that I am duly authorized legally to bind the contractor or grant Subrecipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Official Designee's Signature: _____

Official Designee's Typed Name: Walter Wall

Official Designee's Title: Mariposa County District Attorney

Date Executed: _____

Federal Employer ID #: 94-6000880 Federal DUNS #: 071859607

Current System for Award Management (SAM) Expiration Date: 02/08/2022

Executed in the City/County of: Mariposa, California

AUTHORIZED BY:

- ☐ City Financial Officer
- ☐ County Financial Officer
- ☐ City Manager
- ☐ County Manager
- ☒ Governing Board Chair

Signature: _____

Typed Name: Marshall Long

Title: Chair, Mariposa County Boad of Supervisors

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Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages

Multiple Fund Sources

Subrecipient: County of Mariposa			Grant Subaward #: XC21 04 0220			
A. Personnel Costs - Line-item description and calculation	**21VCGF**	**19VOCA**	**20VOCA**			**Total Amount Allocated**
.10 Victim Witness Supervisor $67,198.56 annual compensation at 10% ($560/pp x 12 pp=$6,876) **$6,720**		$3,847	$2,873			$6,720
Benefits: Salary at .10 FTE($6,876) x .33 = **$2,218**	$2,218					$2,218
1FTE Victim Witness Advocate $42,916 annual compensation at 100% ($3,576/ pp x 12 pp = $42,916) **$42,916**	$3,342	$23,362	$16,212			$42,916
Benefits: Salary at 1 FTE x .26 = $11,159	$11,159					$11,159
.80 FTE Victim Advocate $40,868 Annual compensation at 80% ($2,725/pp x 12 pp= $32,700) **$32,700**		$34,111				$34,111
Benefits: Salary at $40,868 at .80 FTE x .74- $24,198	$24,198					$24,198
Personnel Costs Fund Source Totals	$40,917	$61,320	$19,085			$121,322
PERSONNEL COSTS CATEGORY TOTAL						$121,322

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Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages

Multiple Fund Sources

Subrecipient: County of Mariposa			Grant Subaward #: XC21 04 0220			
B. Operating Costs - Line-item description and calculation	**21 VCGF**	**19 VOCA**	**20 VOCA**			**Total Amount Allocated**
Courthouse Facility Dog Placement Costs Site Preparation With Placement (Jan 2022)- **$2,000** Costs for Trainer Travel: Airfare Travel- **$450** roundtrip Lodging: $95/ night = $10/night x 5 days- **$525** Per Diem: $44/day x 6 days- **$264**	$135	$3,104				$3,239
Emergency Victim Hotel Stays $95/night + $10 tax x average of 3 days per victim x 10 victims- **$3,150**	$3,150					$3,150
Emergency Replacement Fund Costs for necessary replacements of crime-related loss (i.e cell phones, glasses, windows, doors) Up to $167.30/victim claim x 10 victims of crime- **$1,673**	$1,673					$1,673
Operating Costs Fund Source Totals	$4,958	$3,104				$8,062
OPERATING COSTS CATEGORY TOTAL						$8,062

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GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages

Multiple Fund Sources

Subrecipient: County of Mariposa			Grant Subaward #: XC21 04 0220			
C. Equipment Costs - Line-item description and calculation	**21 VCGF**	**19 VOCA**	**20 VOCA**			**Total Amount Allocated**
None to be acquired						
Equipment Costs Fund Source Totals						
EQUIPMENT COSTS CATEGORY TOTAL						

Grant Subaward Totals - Totals must match the Grant Subaward Face Sheet	**21 VCGF**	**19 VOCA**	**20 VOCA**			**Total Project Cost**
Fund Source Totals	**$45,875**	**$64,424**	**$19,085**			**$129,384**

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Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Budget Narrative

Grant Subaward #: XC21 04 0220

Subrecipient: County of Mariposa

Budget Narrative

The Mariposa County District Attorney's Office Victim Witness Program strives to expend funds in accordance with all rules and regulations set forth in the Grant Recipient Handbook. The personnel and operating costs have been developed to support the goals and objectives of the Program and provide the most in direct services to our victims and witnesses of crime in Mariposa County. We make every effort to keep indirect costs at a minimum. The Victim Witness Program includes a Victim Witness Supervisor (.10 FTE), a Victim Witness Advocate (1 FTE), Victim Witness Advocate (.80 FTE).

A. Personal Services – Salaries/Employee Benefits:

VICTIM WITNESS SUPERVISOR (.10 FTE):

Annual Salary: $67,198.56 at 10% = **$6,720** Annual Benefits at 10%: **$2,218**

The Supervisor has been employed with the Mariposa County District Attorney's Office for a total of Seven years. The Supervisor has two years of Victim Service Advocate experience and has been the Supervisor for over five years. She has the entry-level certificate, Victim Witness Coordinator training certificate, the Child Forensic Interview techniques training certificate and numerous other crime-specific certificates, and

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Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Narrative

Grant Subaward #: XC21 04 0220

Subrecipient: County of Mariposa

training hours. She has a bachelor's degree in Sociology and a master's degree in Forensic Psychology with an emphasis in Victimology.

The Supervisor manages the Victim Witness Services Program. The Supervisor is responsible for program and grant oversight to ensure all goals for the program are met. The Supervisor will collect and track data, ensure goals and objectives of the program are carried out properly in a timely manner, communicate with Cal-OES, and complete quarterly and annual reports. The Supervisor will also review and assign cases to Victim Witness Advocates and assist with providing advocacy and services to victims of crime.

The Supervisor's salary is based on Mariposa County's Human Resources Policies and Procedures. The County's benefit package includes Social Security, Medicare, Administrative Health Fee, Dental, Vision, Employer Paid Health, Retire-Employer-Misc., Retire-EPMC-Misc., Retire-Employee, Retire-EPMC-, Employer Member Ret, Life Insurance, SDI, and Deferred Compensation-Cash Benefit.

Victim Witness Coordinator's 10% Salary and Benefits total: **$8,938**

VICTIM WITNESS ADVOCATE- MVA (1 FTE):

Annual Salary: **$42,916** Annual Benefits: **$11,159**

This position is a specialized position within the victim services; the position has been filled by an advocate who has a bachelor's degree in Forensic Behavioral Sciences.

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Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Narrative

Grant Subaward #: XC21 04 0220

Subrecipient: County of Mariposa

In addition to her education, she has vast experience in trauma response; and has been working for almost three years in our office as a Victim Witness Advocate. She has completed the Entry-Level Advocate Academy and has completed the Regional Crisis Response Training. In addition, she is a trained in forensic interview techniques.

The Advocate follows a victims' case from initial investigation to sentencing, providing support, and communicating with victims regarding the progression of the case. The Advocate also covers community outreach events that occur during the year on weekends and evenings. The fourteen mandatory services are provided by the Victim Witness Advocate, some of which include crisis management, peer counseling, court support and updates, helps with Cal-VCP claims, victim impact statements, restitution, and Criminal Protective Orders.

The Victim Witness Advocate's salary is based on Mariposa County's Human Resources Policies and Procedures. The County's benefit package includes Social Security, Medicare, Medical, Dental, Vision, Life Insurance, SDI State Disability, Retire-Employer-Misc. and Deferred Compensation-Cash Benefit.

Victim Witness Advocate 100% Salary and Benefits total: **$54,075**

VICTIM WITNESS ADVOCATE (.20 FTE)

Annual Salary $40,868 at 80%: **$34,111** Annual Benefits at 80%: **$24,198**

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The Advocate follows a victims' case from initial investigation to sentencing; providing support and communicating with victims regarding the progression of the case. The Advocate also covers community outreach events that occur during the year on weekends and evenings. The fourteen mandatory services are provided by the Victim Witness Advocate, some of which include crisis management, peer counseling, court support and updates, helps with Cal-VCP claims, victim impact statements, restitution and Criminal Protective Orders.

In addition to mandatory services, this position will be in the unique position to reach out to all victims of crime that are forwarded to the District Attorney's Office who has been listed as a victim or witness of a violent crime. Currently, our procedure includes a blanket letter to victims of crime in Mariposa County; this position will serve an initial liaison to start CalVCB applications if appropriate and referrals to community partners. At the present time, our current Advocate staff has a focus of violent crime victims, this position will aid in opening services and personal contact to the victim, rather than a formal letter alone.

This position is currently tasked with a full case load, the advocate has been invaluable to the balancing of caseloads during COVID as we are seeing long case durations and more egregious crimes that are being committed.

Victim Witness Advocate 80% Salary and Benefits total: **$58,309**

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Total SEIU Personnel Benefits are 45% of Annual Full-Time Permanent Salaries of $83,747= $37,686.15 but only seeking to claim $ 37,575

Personnel Services Total: $121,322

B. Operating Expenses:

Courthouse Facility Dog Placement Costs

As previously claimed in grants years prior, Assistance Dogs of the West (ADW) provides private, on-site placement, which customizes Client Placement Training (CPT); the dog and handler(s) train and work together in our setting. A professional trainer will instruct a primary and secondary handler with the trainers per diem, air fare, etc. billed separately (see operational cost for Trainer breakdown). Consultation and Site preparation prior to Placement: **$2,000.** – Bulk costs will be billed in prior grant year, however, there are costs associated with the trainer coming out for final placement.

Courthouse Facility Dog Program Travel and Training Costs-

Costs associated with the placement of the facility dog include a trainer to come to our site in Mariposa County and train and make sure our facility can accommodate a facility dog, these costs include airfare **$450**, Lodging $95/night + $10/night tax x five nights for **$525** and per diem at $44/day x six days for **$264.**

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Emergency Victim Funds (Replacement & Shelter Funds)

Additionally, we will be looking to set up emergency victim hotel stays for victims of crime who are displaced as a result of a crime, and/or the need to have safe housing before criminal justice-related events. We have estimated the need for (3) three days per victim x ten (10) victims at $95/night +$10/night tax = **$3,150**

We are also looking to establish a victim replacement fund that could assist victims in the costs associated with crime-related costs such as replacement windows, cell phones, doors, etc.). We would have up to $167.30 per victim claim x 10 victims of crime- **$1,673**

Operating Expenses Total: $8,062

C. Equipment- None to be purchased at this time.

Equipment Total: $0

A. Total Personal Services – Salaries/Employee Benefits: **$121,322**

B. Total Operating Expenses: **$8,062**

C. Total Equipment Costs: **$0**

TOTAL PROJECT COSTS: $129,384

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After Hours Contact Information:
Jessica Mimnaugh-Victim Witness Supervisor
Personal Cell: (209)620-9543

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Subrecipient: County of Mariposa

Project Narrative

1. Problem Statement

Mariposa is a rural community, located in the western foothills of the Sierra Nevada of Central California. The County has a relatively small overall population of 17,203 (US Census estimate July 1, 2019). Mariposa County covers a vast geographical expanse of 1,451 square miles, with 12.6 people per square mile vs. the state average of 239. Nearly half of this area is home to Yosemite National Park, two national forests, and the United Stated Bureau of Land Management. Mariposa Ethnic/racial distribution is as follows: 88% identify as white (non-Hispanic); 6% as Hispanic/Latino, 3.5% as Native American; just over 1% as Black; less than 1% as Asian; and, the remaining .5% as other (US Census 2019). Mariposa's economy relies heavily on the tourism industry the National Park attracts. As a result, many jobs are seasonal and service-based, low-paying jobs with irregular and rotating work schedules. Mariposa's 2018 estimated median household income was $48,820, compared to California's Median household income of $77,860. The County's unemployment rate reached a historical high in 2007-08, we are seeing similar numbers to those times as a result of COVID-19 rates hit a peak of 12% in January of 2021 (Employment

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Development Department of California, 2021). The U.S. Census 2019 estimates about 15.1% of individuals in Mariposa County are below the federal poverty level.

Crime Types and Victim Demographics

It should be noted that the Mariposa County Sheriff's Department database pulls only the primary charge when reflecting drug statistics so association with other crimes such as domestic violence, criminal threats, sexual assault, assault and battery or burglary are not reflected. Mariposa County appears to be a peaceful, environmentally beautiful, and safe place to live. There has been little, if any, notable gang activity thus far; and very few reported violent crimes.

According to the Mariposa County Sheriff's Departments 2020 Annual Report, of the 763 Notable Year End Operations Division Statistics, 17.6% of cases were Theft, 15.9% Assault & Battery, 9.5% Domestic Violence, 7.2 % Burglary, 4.5% Crimes Against Children, 9% Vandalism, 1.7% Sexual Assault, .3% Attempted Murder and the remaining crime types were Controlled Substances and 5150 cases. These year-end crime statistics demonstrates a static trend in violent crime for the county. With the onset of the global pandemic, community-based organizations have noted a significant increase in victims accessing services. It is

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our opinion that victims are reaching out for assistance but are foregoing formal routes through law enforcement agencies.

Overall, these statistics paint a picture of relatively minimal criminal activity as compared to more urban communities. However, and not surprisingly, most serious, and violent crimes in Mariposa County is committed in a domestic context against women and children in their own homes. Moreover, the perpetrators of those crimes are most often someone known to the victim and in a position of trust or authority. Additionally, we are seeing unique crimes being committed by individuals who are suffering from mental health disorders and individuals in distress.

According to data produced by the Mariposa County Sheriff's Department and District Attorney's Office, domestic violence-related crimes committed include crimes of assault, domestic battery, infliction of traumatic injury on cohabitant, assault with force likely to produce great bodily injury, assault with a deadly weapon, false imprisonment, violation of domestic violence restraining orders, child endangerment, criminal threats, harassing phone calls and stalking. Sexual assault crimes committed recently include lewd acts, and child molestation, rape, oral copulation by force, intoxication and/or unconsciousness.

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Additionally, there have been crimes committed which fall into the "three-strike" sentencing scheme, including, but not limited to, kidnapping for rape or sexual assault, and the molestation of multiple victims. Although only 72 domestic violence incidents resulted in prosecution this year, which clearly represents only a small overall percentage of cases, it is projected that a greater number of successful prosecutions could be achieved as victims access adequate supports and services.

As previously mentioned, Mariposa County spans a vast geography. Although most services are in and around the County seat of Mariposa, the Northern portion of Mariposa County (Also informally referred to as "North County") is home to three large communities, those of Greeley Hill, Coulterville, and Lake Don Pedro Subdivision. The population in these areas comprises nearly 23% of the total population of the County according to the U.S Census Bureau 2015. The socioeconomic, demographic, and cultural characteristics of these areas are generally reflective of the rest of the County. However, according to the U.S. Census Bureau, occupants of the Coulterville/Greeley Hill region fall at 20% below median household income level in the county, and 52% below the state average. In addition to its social isolation and lack of employment opportunities, the North County region has been prone to having "grow" sites for marijuana

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and an increased share of methamphetamine related crimes due to its remote and isolated mountainous areas.

The MCDAO, which houses the Victim Witness Services Program (VWSP), received 586 referrals during the 2020 calendar year that had victims involved, of which over 52% moved on to prosecution. The VWSP identified and provided over 5514 services to 867 victims of crime in 2020, this is an increase of over 30% more victims served. We are finding that because of the pandemic, advocate caseloads are larger than they have ever been, with cases that are seeing longer durations as a result of COVID-19-related systemic slowdowns. Additionally, we were able to staff four full-time employees, three of which were full-time Advocates. This has been crucial to the program's ability to keep stable services through the pandemic. We hired our most recent advocate in June of 2020 and he has been invaluable to our program as we encounter new and emerging problems as well the significant caseloads we have.

Nature and Extent of Victim Services Gaps/Needs

From the implementation of the grant in 2016 to now, we have seen a shift in the needs of victim services and the needs in our County. At the County Victim Services Grant Steering Committee several gaps, both historic and new, in

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services to victims were addressed. Consistently, our county has needed adequate housing for victims as well as transportation, but historically, the program has needed stable staffing for direct delivery of services to victims of crime.

There are several major impacts with victims of crime not receiving adequate support of services. When victims of crime cannot fully participate in the criminal justice process (either due to lack of transportation, lack of financial support, etc.) crime often cannot be prosecuted adequately and goes unchecked, leading to higher re-victimization and recidivism rates. Additionally, when victims of interpersonal crimes (rape, domestic violence, and child abuse) do not have access to adequate support they experience a higher level of trauma and are more likely to continue to be victims at the hands of the same or other perpetrators throughout their lives. Victims of trauma may experience mental, physical and other stressors that make it difficult to work, study, or be productive members of society without healing and supportive services

Staffing

Since the start of the grant, we have seen several trends in services and have since identified the true need, opportunities to stabilize funding the Victim

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Witness Services Program in Mariposa County. Since 2015, the Mariposa County Victim Witness Services has been able to go from an 80% Permanent Advocate and two part-time advocate positions to now a staff of three full-time Advocates and a Supervisor that spends 20% of her time providing direct services to victims, as well as grant management and administration.

As of July 1st, 2018, without additional funding, our program would have had to cut our advocate staffing in half and reduce many operational resources for the program. Since 2015, the program has been able to educate, train and fully staff the program to assist all victims of crime in Mariposa County. If grant funds are not received, victims will not be served at the level of service that we have given them in the last five years.

Without a program with full staff to help victims of crime in crisis, participation in resources and services will decrease as well as participation in the criminal justice process. Funding for direct services is a crucial part of victim services, by California Law we are required to inform victims of their mandated and optional Marsy's Rights. If staffing is lowered, it is a concern that victims and witnesses of crime may not receive the quality of direct services and burnout will be a

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concern for the program as it faces coping with higher caseloads and less case distribution.

Transportation

Transportation to services and courts continues to come as a top need to our rural and isolated communities. Through this program we were able to implement new services for victims of crime in Mariposa through our advocates. This program has become a valuable resource to the community and our partners to refer victims to use the program. Moving forward we are expecting to still be able to provide resources (advocate assist with transportation to crime-related events) and gas vouchers for gas stations, so victims of crime can still access the same quality of care. We aim to ensure that access to services and participation is not hindered due to a lack of available transportation resources. Health and Human Services has generously offered their social workers in the event of that our staff cannot accommodate transportation needs.

Courthouse Facility Dog Program

In recent years we have worked on the implementation of a Courthouse Facility Dog Program within our services. We are nearing complete placement and should see the dog be placed in the beginning of our grant year (2022) and

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expect the use of this victim going forward with the caseloads we currently have. We have a significant backlog of cases awaiting trial that will benefit from the use of this service.

Mental Health Services

Mariposa County Behavioral Health and Recovery Service currently provides counseling and psychiatric services through their office located in Coulterville. Anyone requiring services through the Mariposa County Victim Witness Services Program or Mountain Crisis Services Domestic Violence/ Rape Crisis Programs can be referred to the Mariposa County Behavioral Health Services to access assistance and resources with their mental health needs.

Notably, Mariposa County also suffers from a lack of available and affordable housing in the area, this is an emergent need that is a focus of county officials and the steering committee. Through numerous conversations across each discipline and non-profit agencies, all our community's programs are seeing the impact of a lack of available housing opportunities for the individuals we serve.

Emergency Funds

Further, we have identified ongoing financial needs for victims as crimes impact their lives. For example, when victims' homes are burglarized and vandalized,

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victims are often left reconciling home improvement costs to protect their homes and their belongings through each season in our rural community. Further, costs for replacement cell phones or when prescription eyeglasses are damaged in an altercation become the immediate financial responsibility of victims. It is evident, that not all victims have the available resources to cover such costs. As a steering committee, we also understand that the restitution to victims comes with delays and even court ordered restitution amounts that are never able to be collected. It is crucial that victims feel that they are made whole and not further victimized by the burdens of everyday needs as a result of a crime.

As a consequence of our county not having available and affordable housing options, stable housing has been a need for victims of crime for some time. We have set funding aside to account for the immediate housing needs for victims of crime. This would also include any crime-related stays for hearings, trail and sentencing. We anticipate a great need within the grant performance period with our current victim caseloads.

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The Plan

Based upon the current success of the county victim Services Program, we have decided to channel resources as directly to victims and witnesses as possible. In this way our budget and narrative reflects the staffing needed to enhance services in a way that our program can begin resourcing our advocates who can become experts in trauma-informed care and provide fully comprehensive services to victims and witnesses of crime in Mariposa County.

Our goals include:

Objective 1: By December 31st, 2022, 400 victims will be evaluated for the California Victim Compensation Program. Of these 400 Victims, at least 20 victims will be guided through the application process.

With three full-time advocates, typically there are not enough resources to staff advocates so that they can devote their time to building their skills in specific areas, one being the California Victim Compensation Board Application. It is our intent that the new position this grant period would develop these skills and begin to go through archives to see what victims may be eligible that perhaps were overlooked or never followed up with properly. In addition, this position

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would exhaust all possible resources both locally and statewide for victims seeking help.

Objective 2: By December 31st, 2022, 30 victims will be referred to Mariposa County Behavioral Health and Recovery Services.

Dialogue and collaboration will be ongoing with Behavioral Health and Recovery Services so that victims of crime are able to access and understand the services that can be used in their county and refer them to appropriate services to address the needs they are facing.

Objective 3: By December 31st, 2022, 35 victims will be aided with transportation to essential services.

Victims in need will be provided either gas vouchers, bus vouchers, or rides by a Victim Witness Advocate/social worker to essential services, court appearances, etc. We are anticipating a great need for this particular service to victims of crime as a result of COVID-19 criminal justice slowdowns.

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Objective 4: By December 31st, 2022, the program will have secured placement and the integration of a Courthouse Facility Dog will be assisting in direct services to victims of crime.

As the Mariposa County Victim Witness Program both organizes and interviews children through a forensic interview process, having a tool such a s comfort animal to help both child victims and victims of all ages disclose and testify would change the landscape of how victims experience re-victimization through the court process. The application and placement process can take anywhere from a few months up to three years, it would be our goal to make sure that once a facility dog is places, service integration will be seamless, and victims and witness will be able to request the Courthouse Facility Dog as a new service of the Mariposa County Victim Witness Assistance Program.

Objective 5: By December 31st, 2022, the program will have secured placement and the integration of a Courthouse Facility Dog will be assisting in direct services to victims of crime.

At this time it is difficult to anticipate a specific number of victims being served by the courthouse facility dog, however we will make the service available to all victims of crime, upon request.

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Objective 6: By December 31st, 2022, the program will have served up to 10 victims of crime by providing emergency hotel stays.

Within our current budget we have allotted up to 3 nights per victim of crime, we anticipate serving up to 10 victims. If we have additional funding, this budget line can increase or decrease depending on demand and remaining available emergency funds.

Objective 7: By December 31st, 2022, the program will have served up to 10 victims of crime by providing emergency replacement funds.

The steering committee identified the need to assist victims with crime-related expenses on an emergency basis, we as a program have seen an increased need for available funds to help cover necessary expenses as a result of a crime. Our goal for the grant performance period is to serve up to 10 victims of crime with an emergency fund request not to exceed $167.30/claim. We will anticipate that more funds may be available within the time frame to increase the emergency fund as needed.

Administration of Grant

Mariposa County District Attorney's Office has been selected to administer the grant as it currently houses and oversees the Victim Witness Services for the

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County. Additionally, the District Attorney's Office has close working partnerships and existing MOU's with other County Victim Services Grant Steering Committee Partners to ensure a high level of coordination of care for victims and other community members.

1. Capabilities

Mariposa County Victim Witness Services is a program under the District Attorney's Office that has been in operation for nearly 29 years. Currently, we operate two grants that fund the program fully. The program utilizes a case management system that was implemented in January of 2015 that can track and report statistics and trends in the victim witness services component of the system. The system also allows us to customize reports, communicate with the District Attorney's office and provide up-to date information for the victims we serve.

Under the direction of the Mariposa County Board of Supervisors and the County Auditor, the department has developed tracking systems for auditing and general accounting purposes to ensure compliance with multiple state and federal funding sources.

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- Organizational Description: Mariposa County District Attorney's Office will take the facilitative role for the County Victim Services Steering Committee. The Mariposa County District Attorney will lead the Steering Committee, made up of close county partners including the Mariposa County Health and Human Services Director, the Sheriff, the Chief of Probation, and the Executive Director of the Alliance for Community Transformations (our local domestic violence and rape crisis agency). Each of the entities collaborates with one another on several other community projects and grants. Although the District Attorney will serve as the official Project Director for the project, the Victim Witness Supervisor will be responsible for oversight of grant activities, fiscal tracking, financial management, daily management of grant activities including referrals and coordination with Behavioral Health and utilization of office space at the Coulterville, North County Mental Health Building.
- Organizational Chart (see attached)

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CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT

Subrecipient County of Mariposa **Duns#** 071859607 **FIPS#** 043-00000
Disaster/Program Title: County Victim Services Program (XC)
Performance Period: 01/01/22 **to** 12/31/22 **Subaward Amount Requested:** $ 129,384
Type of Non-Federal Entity (Check Box): ☐ State Gov. ☑ Local Gov. ☐ JPA ☐ Non-Profit ☐ Tribe

Per Title 2 CFR § 200.331, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, grant manager is the individual who has primary responsibility for day-to-day administration of the grant, bookkeeper/accounting staff means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and organization refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	>5 years
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	>5 years
3. How many grants does your organization currently receive?	1-3 grants
4. What is the approximate total dollar amount of all grants your organization receives?	$ 400,125
5. Are individual staff members assigned to work on multiple grants?	Yes
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	Yes
7. How often does your organization have a financial audit?	Annually
8. Has your organization received any audit findings in the last three years?	No
9. Do you have a written plan to charge costs to grants?	Yes
10. Do you have written procurement policies?	Yes
11. Do you get multiple quotes or bids when buying items or services?	Always
12. How many years do you maintain receipts, deposits, cancelled checks, invoices, etc.?	>5 years
13. Do you have procedures to monitor grant funds passed through to other entities?	N/A

Certification: *This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.*

Signature: (Authorized Agent)	**Date:**
Print Name and Title: Walter W. Wall	**Phone Number:** (209)966-3626
Cal OES Staff Only: SUBAWARD #	

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Grant Subaward Service Area Information

Grant Subaward #: XC21 04 0220

Subrecipient: Mariposa County

1. County or Counties Served:
   County of Mariposa

   County where principal office is located: Mariposa

2. U.S. Congressional District(s) Served:
   4th United States Congressional District

   U.S. Congressional District where principal office is located: 4th

3. State Assembly District(s) Served:
   5th State Assembly District

   State Assembly District where principal office is located: 5th District

4. State Senate District(s) Served:
   14th State Senate District

   State Senate District where principal office is located: 14th District

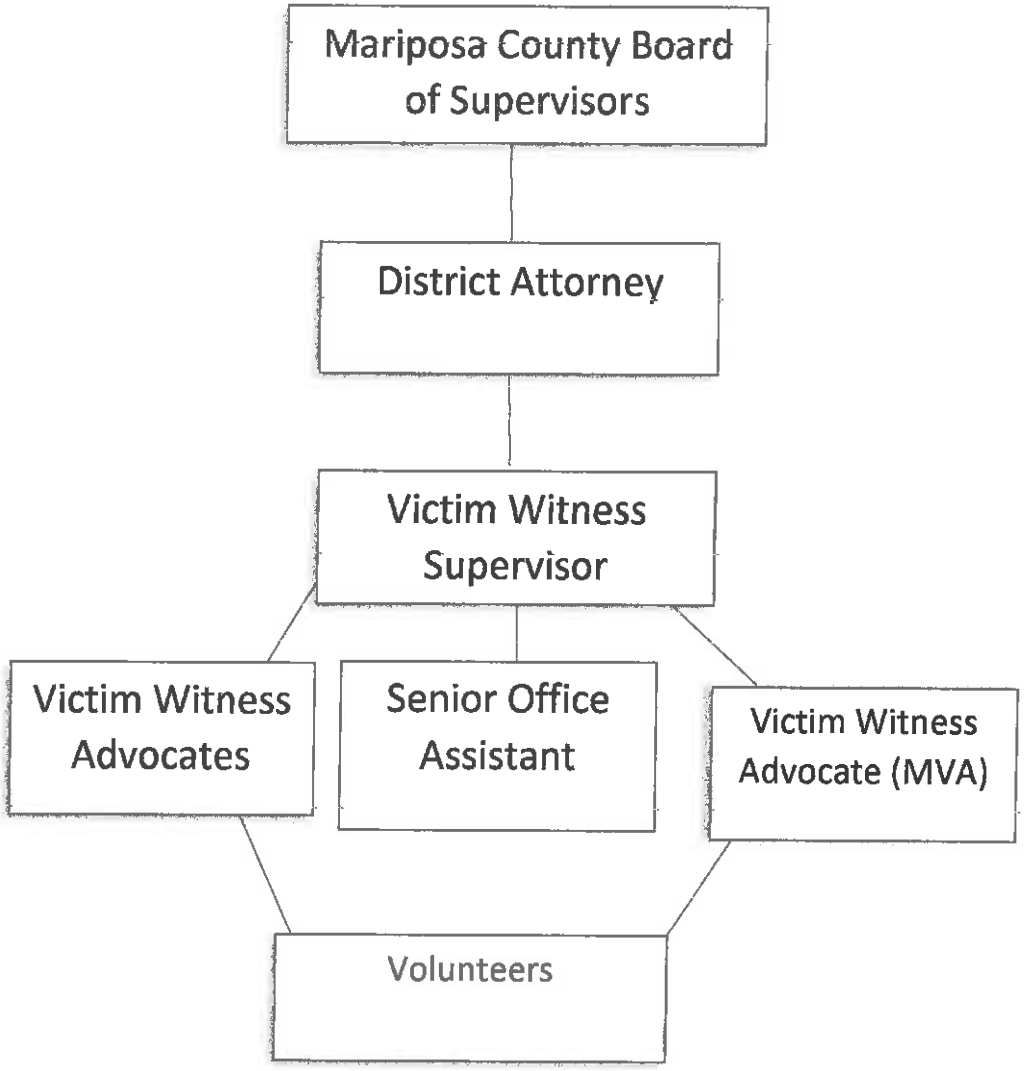
5. Population of Service Area: 17,203 by a July 1, 2019 U.S. Census Bureau

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Organizational Chart

Mariposa County's District Attorney's

Victim Witness Assistance Program



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GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Operational Agreement Summary

Grant Subaward #: XC21 04 0220

Subrecipient: County of Mariposa

Participating Agency/Organization/Individual	Date Signed	Time Frame of OA
1. Alliance For Community Transformations	09/15/2021	01/01/22 to 12/31/22
2. Mariposa County Sheriff's Department	09/15/2021	01/01/22 to 12/31/22
3. Mariposa County Health and Human Services	09/15/2021	01/01/22 to 12/31/22
4. Mariposa County Probation Department	09/15/2021	01/01/22 to 12/31/22
5.		to
6.		to
7.		to
8.		to
9.		to
10.		to
11.		to
12.		to
13.		to
14.		to
15.		to
16.		to
17.		to
18.		to
19.		to
20.		to

Attachment: Scan of XC21 04 0220 Grant Application (RES-2021-532 : County Victim Services Grant Application 2021-2022 FY)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Petty Cash Victim Fund Certification

Grant Subaward #: VW21 29 0220

Subrecipient: Mariposa County

I hereby certify the Subrecipient will adhere to the following:

- The Petty Cash Victim Fund and other grant funds will be tracked separately, each with its own account within the general ledger,
- The authority to disburse funds to victims from the Petty Cash Victim Fund will rest with the Grant Subaward Director and Financial Officer, or those identified on the Grant Subaward Signature Authorization Form (Cal OES Form 2-103),
- The identification and signature of the victim and the employee disbursing the fund, the date, the amount, and the reason for the request will be tracked,
- The amount of each disbursement will not exceed $167,
- The number of disbursements an individual victim may receive is limited to 1 per Subrecipient's fiscal year, and
- All funds not disbursed to victims during the Grant Subaward performance period will be returned to Cal OES.

Walter W. Wall		
Grant Subaward Director Name	Grant Subaward Director Signature	Date
Luis Mercado		
Financial Officer Name	Financial Officer Signature	Date

Attachment: Scan of XC21 04 0220 Grant Application (RES-2021-532 : County Victim Services Grant Application 2021-2022 FY)

MARIPOSA COUNTY

District Attorney/Victim Witness · (209) 966-3626

RESOLUTION - ACTION REQUESTED 2021-533

MEETING: September 28, 2021

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: Adopt a Resolution for the County Victim Services (XC) Grant

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RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Authorizing the District Attorney to Sign Any Amendments and Extensions to the January 01, 2022- December 31, 2022 County Victim Services (XC) Grant (Subject to Approval as to Legal Form by County Counsel).

The California Office of Emergency Services Victim Witness Assistance Program runs on a federal fiscal year of January 1st, 2022 through December 31st, 2022. This grant is a secondary funding source and supports additional personnel and expenditures for the Victim Witness Services Program as a whole.

All Victim Witness Assistance Program subrecipients are required to obtain written authorization from the governing board that the official executing the agreement is, in fact, authorized to do so (SRH 1350). That authorization must also allow the executing official to authorize any grant applications, amendments, extensions, etc. For example, the California Office of Emergency Services could notify grant recipients of increases in funding which would require an amendment to reflect how the funds would be expended. Any amendments that would potentially impact the County General Fund would be brought before the Board for approval.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved other grants submitted by the District Attorney's Office including the Victim Witness Program for the past 29 years. Additionally, the Board has approved the District Attorney to have the Authority to enter into agreement, amendments and any extensions for the County Victim Services Program Grant Application in Resolution No. 2020-574.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board chooses to not approve official delegation signature authorization to the District Attorney it will have a negative impact on the Victim Witness Program's ability to comply with CalOES requirements and the possibility of funding for this program would be in jeopardy.

FINANCIAL IMPACT:

Based on the current proposed budget, the center will have no net county cost.

ATTACHMENTS:
MT# 12145 Formal Resolution (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

MARIPOSA COUNTY RESOLUTION NO. _____

Adopt a Resolution Authorizing the District Attorney to Sign Any Amendments and Extensions to the January 01, 2022-December 31st, 2022 County Victim Services (XC) Grant.

Whereas, The California Office of Emergency Services has released a request for application for the County Victim Services (XC) Grant;

Whereas, The Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program and the California State Penalty Fund support eligible victim assistance programs;

Whereas, The Mariposa County District Attorney's Office submitted an application to the California Office of Emergency Services for the County Victim Services (XC) Grant;

Whereas, The Mariposa County District Attorney's Office Victim/Witness Assistance Program staff will be dedicated to serving victims and their families;

NOW THEREFORE BE IT FURTHER RESOLVED THAT, that the Mariposa County Board of Supervisors authorizes submittal of grant applications to the California Office of Emergency Services County Victim Services (XC) Grant in the amount of $129,384 to run January 01, 2022 through December 31, 2022; and

NOW THEREFORE BE IT FURTHER RESOLVED THAT, that the District Attorney is hereby authorized to execute in the name of the County of Mariposa all necessary applications, contracts, agreements, payment requests, amendments and extension for the purposes of securing grant funds and to implement and carry out the purposes specified in the grant applications.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa by Motion of, Seconded by, at a regular meeting on September 28, 2021, by the following VOTE:
AYES:
NOES:
ABSENT:
ABSTAINED:

_____
MARSHALL LONG, Chair

ATTEST:

_____
RENÉ LAROCHE, Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM, County Counsel

Attachment: MT# 12145 Formal Resolution (RES-2021-533 : Adopt a Resolution for the County Victim Services (XC) Grant)

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-534

MEETING: September 28, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve Agreement with Mountain Valley EMS Agency for FY 2021-2022

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Mountain Valley Emergency Medical Services Agency (MVEMSA) to Accept Authority and Responsibility as the Local EMS Agency for Mariposa County for Fiscal Year 2021-2022 in an Amount Not to Exceed $7,936.28; and Authorize the Health and Human Services Agency Director to Sign the Agreement.

Staff has been satisfied with the quality and value of the services received from Mountain Valley EMS, which include the part-time assistance of an EMS Coordinator in the County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Public Health division within the Health and Human Services Agency (HHSA) has contracted with Mountain Valley EMS Agency for many years. Most recently on July 21, 2020, the Board of Supervisors approved the formal agreement for Fiscal Year 2020-2021 with Resolution # 2020-419. On August 6, 2019, the Board of Supervisors approved the formal agreement with MVEMSA for Fiscal Year 2019-2020 with Resolution #2019-452. On July 10, 2018, the Board of Supervisors approved the formal resolution with MVEMSA for Fiscal Year 2018-2019 with Resolution #2018-319. On July 18, 2017, the Board of Supervisors approved the formal agreement with MVEMSA for Fiscal Year 2017-2018 with Resolution #2017-477. On June 28, 2016, the Board of Supervisors approved the formal agreement with MVEMSA for Fiscal Year 2016-2017 with Resolution #2016-329. On July 28, 2015, the Board of Supervisors approved the formal agreement with MVEMSA for Fiscal Year 2015-2016 with Resolution #2015-378.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
1. County may administer EMS services pursuant to State laws and regulations but at considerably greater cost.
2. County may pursue creating a new Joint Power Agency for these services.

FINANCIAL IMPACT:
An amount of $7,936.28 is budgeted within the HHSA- Public Health 2021-2022 fiscal year budget.

ATTACHMENTS:
Mountain Valley EMS Wcsignaturev2 9172021 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

FORMAL AGREEMENT BETWEEN MOUNTAIN-VALLEY EMERGENCY MEDICAL SERVICES AGENCY AND MARIPOSA COUNTY ON FUNCTIONS TO BE PERFORMED FOR COUNTY BY EMS AGENCY STAFF

THIS AGREEMENT is entered into by and between Mariposa County, hereinafter referred to as "County," and the Mountain-Valley Emergency Medical Services Agency, hereinafter referred to as "Agency."

WHEREAS, the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (California Health and Safety Code Section 1797, et seq.) hereinafter referred to as the Act, authorizes counties to designate their local Emergency Medical Services ("EMS") Agency, and

WHEREAS, the Agency is qualified to be a "local EMS Agency" pursuant to Health and Safety Code Section 1797.94, and 1797.200, and

WHEREAS, the Agency plans and implements an Emergency Medical Services system on a multi-county basis as opposed to a county-to-county basis, and

WHEREAS, County agrees that planning, implementing, and operating an Emergency Medical Services system on a multi-county basis is in the best interest of emergency medical services for County, and

WHEREAS, County most recently signed the Joint Powers Agreement delegating to the Agency select Sections of Division 2.5 of the Health and Safety Code on 21st day of July 1998, and

WHEREAS, the Agency agrees to accept the authority and responsibility as the local EMS agency for Mariposa County and to assign staff persons to carry out these responsibilities, and

WHEREAS, the County is willing to provide direct in-kind matching resources for said assigned staff, and

WHEREAS, the County is willing to provide support services associated with the position.

NOW THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. **The Agency shall accept authority and responsibility as the local EMS agency for Mariposa County, develop critical care plans and facilities assessment criteria, and carry out the duties and responsibilities associated with the Health and Safety Code, Division 2.5, Chapters 4 through 7, Sections:**

   1797.202, 1797.204, 1797.206, 1797.208, 1797.210, 1797.212, 1797.213, 1797.214, 1797.218, 1797.220, 1797.221, 1797.222, 1797.224, 1797.250, 1797.252, 1797.254, 1797.256, 1797.257, 1797.258, 1798, 1798.2, 1798.3, 1798.100, 1798.101, 1798.105, 1798.162, 1798.163, 1798.164, 1798.165, 1798.166, 1798.170, 1798.172, 1798.200, 1798.202, 1798.204, and 1798.205.

Attachment: Mountain Valley EMS Wcsignaturev2 9172021 (RES-2021-534 : Approve Agreement with Mountain Valley EMS Agency for FY 2021-

2. The Agency shall perform all obligations under Chapter 8 of the EMS Authority regulations with respect to EMS aircraft operation in the County.

3. The Agency shall assign an .2 FTE to be available at the county site or to attend meetings on behalf of the county.

4. The Agency shall not place any such person who has a conflict of interest with County. Should a conflict of interest develop during the period of this contract, the Agency expressly agrees to remove such person from all duties involving County immediately upon written notice from County that such conflict of interest exists, as determined in good faith by County.

5. The overall goal of the Agency in relation to its responsibilities under the Act will be to promote the most effective program possible, with the resources available, which is compliant with the Act.

6. County shall contribute to the cost of the services of an agency staff person(s) to assist in providing the regional services agreed to in this document in the amount not to exceed seven thousand nine hundred thirty-six dollars and twenty-eight cents ($7,936.28), which shall be payable annually on or before October 30. The Agency shall invoice the County of Mariposa for said services. The County shall contribute office space and support services for an agency staff person.

7. The term of this Agreement shall be from July 1, 2021 through June 30, 2022.

8. If the County chooses to cancel this agreement, the County must give written notice to the Agency not later than January 1, 2022 in order to opt out for the next one year cycle.

9. The agreement may be amended at any time by the mutual written, executed agreement of the parties hereto upon the approval of the State EMS Authority.

10. The Agency agrees to indemnify, defend and hold harmless the County, its officers, agents and employees from and against all claims, damages, losses and expenses (including reasonable attorney's fees) for personal injury, death or property damage arising out of any act or omission of the Agency, its officers, agents or employees in the performance of this agreement.

    County agrees to indemnify, defend and hold harmless the Agency, its officers, agents and employees from and against all claims, damages, losses and expenses (including reasonable attorney's fees) for personal injury, death or property damage arising out of any act or omission of County, its officers, agents or employees in the performance of this agreement.

11. Unless the context otherwise requires, the definitions contained in the Act govern the provisions of this contract.

12. Both the County and the Agency shall abide by all federal and state non-discrimination laws regarding governmental agency contracts and sub-contracts as outlined in the Non-Discrimination Statement below.

    During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because

Attachment: Mountain Valley EMS Wcsignaturev2 9172021 (RES-2021-534 : Approve Agreement with Mountain Valley EMS Agency for FY 2021-

of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12900, et seq.) and the applicable regulation of the Fair Employment and Housing Commission implementing Government Code, Section 7285.0, et seq. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

This Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

IN WITNESS WHEREOF, the parties hereto cause their representatives to affix their signatures:

COUNTY OF MARIPOSA

By _____ Date: _____
Title: Director, Health and Human Services Agency

MOUNTAIN-VALLEY EMERGENCY MEDICAL SERVICES AGENCY

By _____ Date: 8-26-2021
Title: Chairman, Board of Directors

Approved as to Form:

By _____ Date: _____
Title: County Counsel or Attorney for County

Attachment: Mountain Valley EMS Wcsignaturev2 9172021 (RES-2021-534 : Approve Agreement with Mountain Valley EMS Agency for FY 2021-

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-535

MEETING: September 28, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve Reclassification Program Assistant I/II to Program Specialist I/II

RECOMMENDATION AND JUSTIFICATION:
Approve Reclassification of Program Assistant I/II to Program Specialist I/II in the Adult and Aging Branch of Health & Human Services Branch, Effective Immediately.

This position is funded through various budgets that have sufficient funds to cover this reclassification and no budget action is needed at this time.

Continued expansion to Housing and Homeless services has increased the need for additional case management in Housing and Homeless services. Increasing this position from Program Assistant I/II to Program Specialist I/II will allow staff to provide case management services in addition to current duties.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved similar requests in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the reclassification. Not reclassifying this Program Specialist I/II position, may not allow us to keep up with the demands and functions in the Adult and Aging Branch, Housing and Homeless services.

FINANCIAL IMPACT:
This position is funded through various budgets that have sufficient funds to cover this reclassification and no budget action is needed at this time.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

REF ID# 12104

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-536

MEETING: September 28, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Budget Action to Balance HHSA Budgets for FY 20-21 Year End

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RECOMMENDATION AND JUSTIFICATION:
Approve Budget Action Increasing Revenue and Transfer Out Lines Within the Health and Human Services Administrative Trust Budget for Fiscal Year 2020-2021 Year End Balancing Adjustments ($327,076).

Due to state regulation, all Social Service and Public Assistance administrative revenue must be placed into a trust account and transferred to those operating budgets after the administrative claim has been submitted to the state. Due to increased revenue in the CalFresh and In Home Supportive Services program administration, the administrative trust revenues and associated transfers out need to be increased to allow for fourth quarter transfers of the increased revenues to the operating budgets.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
In the normal course of business, the Agency must request Budget Actions to balance the various HHSA funds to close out the fiscal year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this budget action is not approved, the Agency will be unable to complete necessary transfers and balance the budget in the affected funds for FY 20-21 year end.

FINANCIAL IMPACT:
There is no impact to the County General Fund.

ATTACHMENTS:
MT 12106 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

REF ID# 12106

Corrected MT #12106

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
363	0536	305.45-07	CalFresh Admin Revenue-State		(112,388)	
363	0536	305.45-09	IHSS Admin Revenue-State		(73,640)	
363	0536	306.63-07	CalFresh Admin Revenue-Federal		(127,279)	
363	0536	306.63-11	FP Licensing Admin Revenue-Federal		(13,769)	
363	0536	671.07-03	Transfer out Federal Revenue		141,048	
363	0536	671.07-04	Transfer out State Revenue		186,028	
001	0501	309.17-05	Transfer in Federal Revenue		(13,769)	
001	0501	309.17-06	Transfer in State Revenue		(73,640)	
001	0528	309.17-05	Transfer in Federal Revenue		(127,279)	
001	0528	309-17.06	Transfer in State Revenue		(112,388)	
001	0501	309.16-94	Transfer in Realignment			(87,409)
001	0528	309.16-94	Transfer in Realignment			(239,667)
394	0523	660.07-87	Transfer out Realignment			327,076
394	0523	660.07-87	Miscellaneous Expense		327,076	
				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 Administrative Trust budget to allow for year end transfers

DEPT HEAD SIGNATURE _____ DATE 9-3-21

APPROVED BY RES NO. _____ CLERK _____ DATE _____

DEPARTMENT Health and Human Services

AUDITOR'S USE ONLY
BA #

t Revision Form Revised 0

Attachment: MT 12106 (RES-2021-536 : Budget Action to Balance HHSA Budgets for FY 20-21 Year End)

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-537

MEETING: September 28, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: JBCT Services Agreement with the Department of State Hospitals

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RECOMMENDATION AND JUSTIFICATION:
Approve a Three-Year Agreement with the Department of State Hospitals for Participation in Jail Based Competency Treatment (JBCT) programs in an Amount Not to Exceed $918,558; Authorize the Board of Supervisors Chair to Sign the Agreement and Certifications; and Approve Budget Action Recognizing Grant Revenue for FY21/22 and Increasing Appropriations Accordingly in the Jail Budget and the Health and Human Services Agency Budget ($280,671).

The California Department of State Hospitals (DSH) has approved renewal of the 2018-2021 agreement with Mariposa County for 2021-2024.

The Mariposa Adult Detention Facility periodically houses inmates that are found incompetent to stand trial (IST) during their preliminary court hearings. When an inmate is determined to be IST pursuant to California Penal Code Section 1370, the inmate has historically been sent to California Department of State Hospitals (DSH) for treatment. Unfortunately, the inmate faces lengthy wait times for acceptance into a state hospital that can be delayed as much as 12 months and longer; once accepted, inmate restoration can be 30-90 days.

Due to a lack of available bed space at the state hospitals as well as an increasing number of wait listed offenders, DSH has provided an opportunity to partner with eligible and interested counties to establish Jail Based Competency Treatment (JBCT) programs. The Mariposa County Sheriff's Office and Mariposa County Health and Human Services Department will partner in the JBCT program and work collaboratively with the Department of State Hospitals. By partnering together, qualifying inmates will no longer have the extended waiting periods and will be able to receive the appropriate care and treatment. The JBCT program can be operated regionally, accepting inmates from surrounding counties, or county specific. The JBCT program allows inmates to receive the same restoration to competency treatment at the County level. The program allows for expedited treatment as defendants can immediately begin receiving treatment upon the receipt of a court order. Once treatment has begun, the average length spent in the program, prior to competency restoration is 90 days.

The Mariposa County Sheriff's Office has a significant need to partner with DSH and Mariposa County Health and Human Services Agency for this JBCT program.

Under current conditions, while the inmate is facing a waiting period to be moved to a state hospital, most IST inmates refuse to take prescribed medications and are left untreated, becoming more unstable and volatile, until they are able to be received by a state hospital. Non-compliant inmates pose a custody challenge to not only themselves, but the staff responsible for ensuring their well-being. It is essential that these inmates receive the care needed as soon as possible. Continuing a JBCT program in Mariposa County allows the opportunity for such care to be provided locally. This will result in reduced time the offender goes untreated, will provide a speedier trial and will reduce the growing backlog of inmates that are waiting to be treated at a state hospital.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board approved the previous agreement with the Department of State Hospitals on October 2, 2018 by Resolution 2018-477.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this contract is not approved, inmates deemed Incompetent to Stand Trial will likely spend a longer period of time incarcerated, being left untreated, as they wait for bed space in a State Hospital.

FINANCIAL IMPACT:
This JBCT Grant Agreement from the Department of State Hospitals will pay for the costs of the program. There is no negative impact to the County General Fund.

ATTACHMENTS:
4440-2179002000 Std. 213 (PDF)
4440-2179002000 Exhibits Cntr (PDF)
CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT (PDF)
CCC 04 2017 (PDF)
IranActCert (PDF)
JBCT Budget Action Renewal FY21-22 (PDF)
JBCT Contract 2018-2021 Dept. of State Hospitals and Mariposa County (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
21-79002-000	4440

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of State Hospitals

CONTRACTOR NAME

County of Mariposa

2. The term of this Agreement is:

START DATE

August 1, 2021, or upon DGS approval, whichever is later

THROUGH END DATE

July 31, 2024

3. The maximum amount of this Agreement is:

$918,558.00

Nine Hundred Eighteen Thousand Five Hundred Fifty-Eight Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

	Exhibits	Title	Page
	Exhibit A	Scope of Work	6
	Exhibit A-1	Program Elements	7
	Exhibit B	Budget Detail and Payment Provisions	3
+ -	Exhibit B-1	Sample Invoice	1
+ -	Exhibit C	General Terms and Conditions (GTC 4/2017)	4
+ -	Exhibit D	Special Terms and Conditions	8
+ -	Exhibit E	Confidentiality and Information Security Provisions (HIPAA Business Associate Agreement)	9
+ -	Exhibit F	Information Privacy and Security Requirements (Non-HIPAA/HITECH Act Contracts)	0

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Mariposa

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
P.O. Box 784	Mariposa	CA	9533

PRINTED NAME OF PERSON SIGNING	TITLE
Marshall Long	Chair

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

Attachment: 4440-2179002000 Std. 213 (RES-2021-537 : JBCT Services Agreement with the Department of State Hospitals)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
21-79002-000	4440

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of State Hospitals			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1215 O Street, MS-1	Sacramento	CA	9581
PRINTED NAME OF PERSON SIGNING	TITLE		
Tiffany Ladd	Section Manager, PCSS		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

Attachment: 4440-2179002000 Std. 213 (RES-2021-537 : JBCT Services Agreement with the Department of State Hospitals)

EXHIBIT A
SCOPE OF WORK

1. CONTRACTED PARTIES:

A. The County of Mariposa, and/or their authorized designee, hereafter referred to as Contractor, agrees to provide services (as defined in Section 6 and 7) to the Department of State Hospitals (DSH) pursuant to the terms and conditions of this Agreement.

2. SERVICE LOCATION:

A. The services shall be performed at the Mariposa County Adult Detention Facility (MCADF), 5379 Highway 49 North, Mariposa, California.

3. SERVICE HOURS:

A. The services shall be provided 24 hours per day, seven days per week, including all State holidays.

4. PROJECT REPRESENTATIVES:

A. The project representatives during the term of this Agreement shall be:

DSH Contract Manager:	
Section/Unit: Forensic Services Division	
Attention: Melanie Scott, Psy.D. Assistant Chief Psychologist	
Address: Attn: Forensic Services Division, MS-2 1215 O Street Sacramento, CA 95814	
Phone: (916) 616-5703	Fax: (916) 651-1168
Email: Melanie.Scott@dsh.ca.gov	

DSH Administrative Contact:	
Section/Unit: Forensic Services Division	
Attention: Selene Mujica Program Manager	
Address: Attn: Forensic Services Division, MS-2 1215 O Street Sacramento, CA 95814	
Phone: (916) 651-7913	Fax: (916) 651-1168
Email: Selene.Mujica@dsh.ca.gov	

Mariposa County Contract Manager:	
Section/Unit: Sheriff's Office	
Attention: Captain Sean Land	
Address: 5099 Old Hwy North Mariposa, CA 95338	
Phone: (209) 966-3615	Fax: (209) 742-5090
Email: sland@mariposacounty.org	

Mariposa County Sheriff Contact:	
Section/Unit: Mariposa County Adult Detention Facility	
Attention: Lieutenant Jake Bobman	
Address: 5379 Hwy 49 Mariposa, CA 95338	
Phone: (209) 966-3616	Fax: (209) 742-4975
Email: jbobman@mariposacounty.org	

Attachment: 4440-2179002000 Exhibits Cntr (RES-2021-537 : JBCT Services Agreement with the Department of State Hospitals)

Mariposa County Jail – Medical Contact:	
Section/Unit: Jail Medical	
Attention: Margie Jessen - DNP	
Address: 5186 Hospital Road Mariposa, CA 95338	
Phone: (209) 966-3616	Fax: (209) 742-2037
Email: drjessendnp@att.net	

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. PROGRAM IMPLEMENTATION FUNDS:

A. The DSH shall reimburse Contractor for initial program implementation costs incurred under this Agreement. The implementation costs shall include, but are not limited to:
   i. Initial setup of patient rooms as well as treatment and office space;
   ii. Initial administrative operating expenses and equipment;
   iii. Development of an operational clinical Policy and Procedure Manual; and
   iv. Orientation and training time for new staff on clinical operations, policies, and procedures.

6. SUMMARY OF WORK TO BE PERFORMED:

A. Contractor shall provide access to portions of its MCADF for the purposes of administering a Jail-Based Competency Treatment (JBCT) program for the provision of restoration of competency treatment services for male and female individuals, hereafter referred to as "Patient Inmates," found by the courts to be Incompetent to Stand Trial (IST) under Penal Code section 1370. Contractor shall provide restoration of competency treatment services to felony IST Patient Inmates participating in the JBCT program pursuant to the DSH JBCT Policy and Procedures Manual.

7. CONTRACTOR RESPONSIBILITIES:

A. In providing restoration of competency treatment services, Contractor shall adhere to the program outlines contained in Exhibit A-1, Program Elements and the DSH JBCT Policy and Procedures Manual, hereafter referred to as the "Manual." Contractor acknowledges it has received a copy of the Manual and has had an opportunity to review the terms and conditions of the Manual and consult with independent counsel. Contractor agrees to the terms and conditions of the Manual and that the terms and conditions of the Manual are incorporated into this Agreement by reference. The meanings of the terms and requirements in this Agreement, unless otherwise defined in this Agreement, are defined in the Manual. In the event of an inconsistency between the Manual, attachments, specifications, or provisions which constitute this Agreement, the following order of precedence shall apply:

   i. DSH JBCT Policy and Procedures Manual (the "Manual");
   ii. Standard Agreement, STD. 213;
   iii. This Exhibit A, Scope of Work, including specifications incorporated by reference; and
   iv. All attachments incorporated in this Agreement by reference.

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The Manual, as referenced in this Agreement, may be amended by the DSH from time to time. Contractor shall operate the JBCT program in accordance with the Manual, including any future amendments to the Manual. From the effective date of any amendment, Contractor shall follow the amendments required by any change in California statute or regulation. For all other amendments, Contractor shall present any of Contractor's concerns to the DSH within 10 business days from the date of notification, which does not relieve Contractor from adhering to any amendment, unless agreed upon in writing by the DSH. The DSH and Contractor shall negotiate, in good faith, changes to the Manual.

B. Contractor shall ensure that a preliminary evaluation of each potential JBCT Patient Inmate is conducted through, at a minimum, a review of the medical and mental health records of each prospective Patient Inmate, prior to admission into the JBCT program.

   i. Contractor shall ensure that priority for admissions to the JBCT program shall be based on commitment date, unless an exception is made based on one of the factors listed in California Code of Regulations (CCR), Title 9, Section 4710. In the event multiple felony IST defendants have the same commitment date, admission shall be scheduled based on the availability of the committing county to transport the defendants.

   ii. Upon admission into the JBCT program, Contractor shall ensure that a more thorough assessment is conducted as indicated in Exhibit A-1, Program Elements, and the DSH JBCT Policy and Procedures Manual.

C. Patient Inmates housed at the MCADF shall remain under the legal and physical custody of Contractor.

D. Should Contractor determine, based on clinical considerations, patient history, or other factors, that a current or potential Patient Inmate is, or likely shall be, violent and a significant danger to others participating in the JBCT program, Contractor shall inform the DSH Contract Manager immediately in writing, and by phone. Contractor agrees that the decision to remove such a Patient Inmate from the JBCT program is at the sole discretion of the DSH, and the DSH shall not unreasonably withhold such permission. In the event a Patient Inmate is removed from the JBCT program, the DSH shall arrange to have such Patient Inmate admitted to a state hospital forthwith as is permitted under the admission requirements set forth in CCR, Title 9, sections 4700, et seq. Contractor shall continue to treat the Patient Inmate in the JBCT program until such arrangements are made. Contractor shall notify the committing court of the Patient Inmate's pending transfer from the JBCT program to the state hospital.

E. Contractor shall provide for the care, confinement, and security of the Patient Inmates in accordance with all federal and state laws, standards, regulations, policies, procedures, and court orders applicable to the MCADF.

F. Contractor's custody staff assigned to the JBCT program shall receive Enhanced Mentally Ill Offender or Crisis Intervention Training (CIT) provided by Contractor, and shall participate in the JBCT program treatment team meetings.

G. Responsibilities for Medical Care:

   i. Contractor shall provide all Patient Inmates with the full range of Routine Medical Care available to other inmates of the MCADF, and is financially responsible for such care. Contractor agrees that the cost of all Routine Medical Care is included in the per diem rate charged to the DSH.

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ii. For the purposes of this Agreement, Routine Medical Care shall be defined as all medical, dental, and mental health care as well as the cost of medical supplies, formulary prescription medications which are provided to Patient Inmates, and restoration of competency treatment services which are provided by the MCADF to Patient Inmates, including prescribed psychotropic medications. Non-formulary prescription medications shall not be provided to Patient Inmates except in conjunction with Non-Routine Medical Care.

iii. For the purposes of this Agreement, Non-Routine Medical Care shall be defined as major medical operations or surgeries (such as heart transplants), continuation of experimental medication, services that cannot be provided onsite at the MCADF, dialysis services, whether onsite or otherwise, and emergency medical care.

iv. If a Patient Inmate requires Non-Routine Medical Care, Contractor shall notify the DSH Contract Manager or designee immediately in writing and by phone for pre-approval. For such patients, the DSH further reserves the right to either admit them to a state hospital for treatment or require Contractor to provide Non-Routine Medical Care. In the event the DSH directs Contractor to provide Non-Routine Medical Care, the DSH shall either direct Contractor to instruct the facility providing care to invoice the committing county, or to invoice the DSH directly for the full cost of care provided by submitting the invoice to the attention of the DSH Contract Manager. Should the DSH elect to require Contractor to provide the Non-Routine Medical Care, Contractor shall ensure that the Patient Inmate is provided care at a facility designated by the DSH Contract Manager, in accordance with the preferences of the committing county.

v. In the event of an emergency, Contractor shall proceed immediately with necessary medical treatment. In the event of such an emergency, the DSH shall either direct Contractor to instruct the facility providing care to invoice the committing county, or to invoice the DSH directly for the full cost of care provided by submitting the invoice to the attention of the DSH Contract Manager. In such an event, Contractor shall notify the DSH immediately regarding the nature of the illness or injury as well as the types of treatment provided. Contractor shall make reasonable efforts to ensure that Patient Inmates are treated at facilities preferred by the committing county or otherwise that, once the Patient Inmate is stable enough for transfer, is transferred to such a facility.

H. For all Routine and Non-Routine Medical Care, Contractor shall be responsible for the security and transportation, including emergency transportation. Contractor agrees that all such costs are included in the per diem rate charged to the DSH.

I. Upon Restoration of Competency:
Contractor shall resume sole responsibility for and all costs associated with continued mental health care, crisis intervention, ongoing counseling and care, and psychotropic medication compliance for the Patient Inmates restored to competence and transferred from the JBCT program.

J. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations, and licenses necessary to accomplish the work specified in this Agreement and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s), permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Agreement with cause.

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K. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of this Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.

L. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then Contractor shall immediately notify the State in writing.

M. This Agreement may be canceled at any time by Contractor, in writing, with 50 days' advance notice. The DSH may terminate this Agreement pursuant to section 7 of Exhibit C if Contractor or its subcontractors fails to comply with a federal, state, or local law and the noncompliance, based on the facts and circumstances, would constitute a material breach of this Agreement under California law.

8. DSH RESPONSIBILITIES:

A. The DSH shall provide an orientation of the JBCT program to Contractor at the discretion of the DSH. Such orientation shall include an overview of State policies and procedures, the Manual, and appropriate statutes related to the JBCT program.

B. The DSH shall be responsible for the development and design of the Manual concerning JBCT program operations and treatment consistent with state and federal laws and the DSH policies and procedures.

C. Rights of the DSH to Perform Quality Assurance and Financial Audits/Reviews

i. The DSH may routinely evaluate the work performance of Contractor, Contractor's personnel, subcontractors, or other parties associated with Contractor to determine if the DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing services as required by this Agreement, then that party shall not perform services for the DSH.

ii. The DSH may monitor and evaluate services provided in fulfillment of the requirements of this Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the Contract Manager. The DSH retains sole and absolute discretion in determining any such evaluation schedule.

iii. Inspections may be conducted by the DSH staff at any time during the Agreement term to check on the quality of work. Payment shall not be provided for services deemed unacceptable by the Contract Manager and/or their designee.

iv. The DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. The DSH may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations.

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v. If, as a result of an audit and examination, the DSH is informed of underpayments or overpayments, the DSH shall notify Contractor of the need for payment or reimbursement. Upon receipt of a final audit report, Contractor has 30 days to reimburse any overpayment or to dispute or challenge the report. Contractor and the DSH shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.

vi. The DSH shall submit its findings to Contractor and establish a deadline for correcting any deficiencies in fulfilling the obligations set forth in this section. Failure by Contractor to timely correct deficiencies shall be reason for termination of services under this Agreement.

9. PERFORMANCE MEASURES:

A. Complete and Timely Provision of Services

i. Expectations: Contractor is expected to provide all services in a timely manner—in accordance with timelines established in this Scope of Work.

ii. Penalties: Should Contractor not provide all services, including any and all required reports in a timely manner, the DSH may choose to terminate this Agreement. Additionally, the DSH may find Contractor to be not responsible in provision of services and evaluate this in future contracting opportunities.

10. AMENDMENTS:

A. The parties reserve the right to amend this Agreement by extending its term for two (2) additional terms of up to one (1) year each, and to add funding sufficient for these periods at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

Revision 11-18-2020

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EXHIBIT A-1
PROGRAM ELEMENTS

1. PROGRAM ELEMENTS

A. Referral Document Collection Prior to Admission

Contractor shall coordinate with the committing court to ensure all required documents listed under Penal Code section 1370, subdivision (a)(3) are provided by the court for all Patient Inmates upon admission. Contractor shall provide copies of these documents to the DSH immediately upon request, no later than 24 hours from receipt of the request. Once the committing county's felony IST referrals are being managed by the DSH Patient Management Unit (PMU), the PMU shall coordinate with the committing court and provide all required documents to Contractor.

B. Referrals Determined to be Not Suitable for Admission

Should Contractor determine, based on clinical or custodial considerations, that a felony IST referral is not suitable for admission into the JBCT program, Contractor shall inform the DSH Contract Manager and the PMU immediately in writing or by phone. Immediately upon making this determination, Contractor shall provide all required documents listed under Penal Code section 1370, subdivision (a)(3) to the PMU no later than 24 hours. Once the committing county's felony IST referrals are being managed by the PMU, the transmission of these documents will no longer be required.

C. Removal of Patient Inmates No Longer Clinically Suitable

i. Upon admission, Contractor shall assess each Patient Inmate to ascertain if trial competence is likely and medical issues would not pose a barrier to treatment. At the discretion of the DSH Contract Manager, and if requested in writing, Contractor shall review and agree upon new Patient Inmates being forwarded for admission and/or retention into the JBCT program, which may contraindicate fast-track jail treatment.

ii. Should Contractor determine, based on clinical considerations or other factors, that a Patient Inmate admitted into the JBCT program is no longer clinically suitable for participation in the program, Contractor shall contact the DSH Contract Manager to discuss treatment options. Contractor agrees that the decision to remove such a Patient Inmate from the JBCT program is at the sole discretion of the DSH, and the DSH shall not unreasonably withhold such permission.

iii. Should Contractor and the DSH determine a Patient Inmate should be removed from the JBCT program, Contractor shall continue to provide treatment until arrangements are made to admit the Patient Inmate to a state hospital. Within seven days of making this determination, Contractor shall also provide the following additional documents to the PMU including, but not limited to:

1) Transfer Notification Letter;
2) Court Reports, if due or submitted;
3) 90-Day Progress Report, if due or submitted;
4) Psychiatry Intake Assessment;
5) The three most recent Psychiatry Progress Notes;
6) Psychology Intake Assessment;
7) 30-Day Psychologist Competency Reassessments;
8) Social Work/Clinician Intake Assessment;

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9) Nursing Intake Assessment;
10) Informed Consent;
11) Medication Orders;
12) Laboratory Results, if any; and
13) Discharge Summary.

D. Psychological Assessment Protocol

i. Contractor shall administer a battery of individualized psychological assessments and testing upon admission. Standardized and semi-structured psychological tests shall be utilized to complete a preliminary assessment of the Patient Inmate's current functioning, likelihood of malingering, and current competency to stand trial. Impediments to trial competency shall be ascertained through the use of preliminary assessment instruments including, but not limited to:
1) Clinical Interview. The psychologist shall obtain information pertaining to the Patient Inmate's psychosocial, psychiatric, and legal history as well as barriers to competency. *The Mental Status Exam (MSE)* shall also be included in the interview;
2) Assessment of Malingering (as clinically indicated). *Miller Forensic Assessment of Symptoms (M-FAST);*
3) Assessment of Trial Competence. *Evaluation of Competency to Stand Trial-Revised (ECST-R), the MacArthur Competency Assessment Tool – Criminal Adjudication (MacCAT-CA), and/or the Competence Assessment for Standing Trial for Defendants with Mental Retardation (CAST-MR); and*
4) Severity of Psychiatric Symptoms. *Brief Psychiatric Rating Scale (BPRS).*

ii. Contractor shall administer additional malingering-specific assessments, integrating additional observable data reported by various disciplines on a 24/7 basis if preliminary assessment suggests the presence of malingering. If the screening instruments administered during the preliminary assessment raise suspicion that the primary barrier to trial competency is malingering, the following may also be utilized, including but not limited to:
1) *Structured Interview of Reported Symptoms– Second Edition (SIRS-2)*;
2) *Test of Memory Malingering (TOMM)*;
3) *Georgia Atypical Presentation (GAP)*;
4) *Structured Inventory of Malingered Symptomatology (SIMS); or*
5) *Inventory of Legal Knowledge (ILK).*

iii. Contractor may administer further cognitive assessments based on the specific cognitive deficit identified during the preliminary assessment. If the screening instruments administered during the preliminary assessment raise suspicion that the primary barrier to trial competency is cognitive deficits, the following may also be utilized, including but not limited to:
1) *Repeatable Battery for the Assessment of Neuropsychological Status (RBANS)*;
2) *Wide Range Achievement Test 4 (WRAT4);* or
3) *Montreal Cognitive Assessment (MoCA).*

iv. Contractor may administer additional instruments assessing personality to complete further assessment of psychological functioning, including but not limited to:
1) *Personality Assessment Inventory (PAI)*; or
2) *Minnesota Multiphasic Personality Inventory-2 (MMPI-2).*

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v. Contractor shall administer follow up assessments of the Patient Inmate's current competency to stand trial at 30-day intervals or more frequently as needed using any of the following, including but not limited to:
   1) *Evaluation of Competency to Stand Trial-Revised (ECST-R);*
   2) *Revised Competency Assessment Instrument (R-CAI);*
   3) *MacArthur Competency Assessment Tool – Criminal Adjudication (MacCAT-CA);* or
   4) *Competence Assessment for Standing Trial for Defendants with Mental Retardation (CAST-MR).*

E. Individualized Treatment Program

i. Contractor shall identify specific deficits that result in incompetence to stand trial upon admission. Each deficit shall be listed on the individualized treatment plan and shall be targeted in the Patient Inmate's treatment. Contractor shall use current standardized competency assessment tools, such as the MacArthur Competency Assessment Tool, after considering the totality of clinical and forensic circumstances.

ii. Contractor shall provide an individualized restoration program according to the treatment approach subscribed to by the individual treatment teams and indicated by the Patient Inmate's psychiatric condition, level of functioning, and legal context.

iii. Contractor shall tailor individualized treatment regimens to the Patient Inmate's specific barrier(s) to trial competency. Deficits identified in the competency assessment upon admission to the JBCT program shall be listed in the individual treatment plan and addressed by specific treatment interventions.

iv. Contractor shall conduct case conferences weekly or as needed to reassess Patient Inmates' progress toward restoration of competence to allow the treatment teams to measure whether their treatment interventions are working, and whether additional treatment elements need to be incorporated into Patient Inmates' treatment plans.

F. Multi-modal, Experiential Competency Restoration Educational Experience and Components

i. Contractor shall provide educational materials presented in multiple learning formats by multiple staff to each Patient Inmate, e.g., a simple lecture format may be replaced with learning experiences involving discussion, reading, video, and experiential methods of instruction, such as role-playing or mock trial.

ii. Contractor shall address the following elements in the education modalities of the competency restoration program, including but not limited to:
   1) Criminal charges;
   2) Severity of charges, namely Felony vs. Misdemeanor;
   3) Sentencing;
   4) Pleas including, Guilty, Not Guilty, Nolo Contendere and Not Guilty by Reason of Insanity;
   5) Plea bargaining;
   6) Roles of the courtroom personnel;
   7) Adversarial nature of trial process;
   8) Evaluating evidence;
   9) Court room behavior;
   10) Assisting counsel in conducting a defense;

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11) Probation and Parole; and
12) Individualized instruction as needed.

iii. Contractor shall provide additional learning experience through increased lecture time, as well as individual instruction to Patient Inmates who are incompetent due to specific knowledge deficits caused by low intelligence, but who may be restored to competence with additional exposure to the educational material.

G. Medication Administration and Consent

i. Contractor shall obtain proper authorization (e.g., informed consent for treatment, medication issues) from the Patient Inmates as soon as possible in accordance with professional standards of care and court practices.

ii. Contractor shall provide strategies to promote and incentivize voluntary psychotropic medication compliance.

iii. If involuntary psychotropic medication is not ordered by the court at time of commitment of a Patient Inmate to the JBCT program and the treating psychiatrist determines that psychotropic medication has become medically necessary and appropriate, Contractor shall request that the court make an order for the administration of involuntary psychotropic medication as outlined in the DSH JBCT Policy and Procedures Manual.

iv. Contractor shall administer involuntary psychotropic medication when medically necessary and appropriate upon the issuance of the court order as outlined in the DSH JBCT Policy and Procedures Manual.

H. Suicide Prevention/Adverse Events

Contractor shall develop a suicide prevention program and assessment procedures that shall include an adverse sentinel event review process. Contractor shall submit written suicide prevention procedures to the DSH Contract Manager for approval prior to activation of the JBCT program and annually thereafter.

I. Patients' Rights/Grievance Process

Upon admission, Contractor shall provide an orientation and education on the Patient Inmate grievance process for each Patient Inmate. Contractor shall post the Patient Inmate Grievance Process in a visible location in an area commonly used by Patient Inmates

J. Data Deliverables

i. The DSH shall provide a standardized data collection template. Contractor shall complete and submit this data collection to the DSH on a weekly basis with a deadline to be determined by the DSH. The template includes, but is not limited to, the following data elements:

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Term	Definition
Patient Name:	Last and First name of patient
Case Number:	Court assigned case number for each individual court case. It can typically include letters and numbers.
Booking Number:	Number that County Jail issues to an individual (per Forensics)
Gender:	Male or Female
Date of Birth:	Birthdate, Age can be determined using this date
Ethnicity:	Type of social group that has a common national or cultural tradition. *Caucasian/White, African American/Black, American Indian/Alaska Native, Asian, Native Hawaiian/Other Pacific Islander, Hispanic, Other*
Language Spoken:	Type of language spoken
Interpretive Services Utilized (YES/NO):	Was Interpretive services utilized? Yes or No
Referring County:	County of referral and/or commitment
Commitment Date:	Date of Commitment
Packet Received Date:	Date Packet Received (including incomplete required documents)
Packet Completed Date:	Date Packet completed (including all completed required documents)
Reason for Ongoing Pending Status:	Provide a detail reason why the delay of admission
Screening Evaluation Completed Date:	Date Screening Evaluation was completed
Screening Outcome:	Outcome results of patient screened. Accepted or Rejected
Reason for Screening Rejection:	Detail regarding reason for screening rejection. Bypassed/Triaged, Non-Roc, Medication, Substance-Related, Higher Level-of-Care, Other.
Admission Date:	Date of Admission
Involuntary Medication Order (YES/NO):	Is there a current court ordered IMO in place? Yes or No
IMO Effective Date:	Date IMO was effective on, this is the same as their 1370 commitment date
Medication Adherence:	Whether patients take their medications as prescribed. Fully Adherent, Intermittently Adherent, Refusing. (If applicable to program)
Did I/P Receive Invol Meds (YES/NO):	Was involuntary medication administered to patient? Yes or No
Date Invol Meds Initiated:	Date of involuntary medication administered
Disposition of Discharge/Transfer :	Final determination of patients status. Restored or DSH
Reason for Discharge/Transfer:	Detail regarding reason for patients discharge or transfer.
Date Referred to DSH for Transfer:	Date Referred to DSH for Transfer
Discharge/Transfer Date:	Date of Discharge and or Date of Transfer
Discharge/Transfer Location:	Location where patient will be discharged to. Jail, Atascadero SH, Coalinga SH, Metropolitan SH, Napa SH, Patton SH, Other: Must update Notes with Specific location.
Reason for delayed Discharge:	Provide a detail reason why the delay of discharge.
Date ROC Certificate Submitted to Court:	Date that ROC Certificate was submitted to Court
Primary Diagnosis at Admission:	Patients primary Diagnosis at time of Admission
Diagnosis at Discharge:	Patients primary Diagnosis at time of Discharge
Diagnosis of Malingering? (YES/NO):	Did the patient have a Malingering Diagnosis at any point during their stay in JBCT? Yes or No

ii. Contractor shall submit daily census reports to the DSH upon the first Patient Inmate admission, unless otherwise requested by the DSH.

iii. Contractor shall submit a summary performance report within 30 days of the end of the contract term, to include but not be limited to, the information stated above and:
1) The total number of individuals restored to competency;

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2) The average number of days between program admission and discharge;
3) The total cost of the program by budget category: personnel, operating expenses, administrative expense, custody and housing, and other direct operating costs as well as overall cost per Patient Inmate treated and the costs for those found to be malingering;
4) The cost per cycle of treatment;
5) A description of all implementation challenges; and
6) Special incident reports and notification to the DSH of emergencies.

K. Reporting Requirements

i. Contractor shall submit a written report to the court, the community program director of the county or region of commitment, and the DSH Contract Manager concerning the Patient Inmate's progress toward recovery of trial competence within 90 days of a commitment. The report shall include a description of any antipsychotic medication administered to the Patient Inmate and its effects and side effects, including effects on the Patient Inmate's appearance or behavior that would affect the Patient Inmate's ability to understand the nature of the criminal proceedings or to assist counsel in the conduct of a defense in a reasonable manner.

ii. Contractor shall verbally report any escape within 24 hours to the court that made the commitment, the prosecutor in the case, the Department of Justice, and the DSH Contract Manager, with a written report to follow within five business days.

iii. Contractor shall report via phone or email to the DSH Contract Manager when a Patient Inmate who is currently receiving treatment in the JBCT program is involved in a Serious Incident. "Serious Incidents" shall include, but not be limited to, causing serious harm to self or others and committing a new felony offense. Such reporting shall take place within 24 hours of the Serious Incident. Contractor shall respond to Serious Incidents and law enforcement issues, with coverage 24 hours per day, seven days a week, and with the capacity to arrange for or provide emergency transportation of Patient Inmates. Contractor shall maintain a Serious Incident file that is separate from the Patient Inmate record.

iv. Contractor shall file a certificate of restoration with the court that made the commitment when the Program Director or their designee determines that the Patient Inmate has regained trial competence.

2. TREATMENT PROTOCOL

A. JBCT is an intensive, milieu-based treatment program that quickly facilitates competency through a combination of group and individual therapy.

B. Contractor shall focus on providing individualized treatment daily to Patient Inmates. In the event Contractor has two or more Patient Inmates admitted in the JBCT program, group therapy shall be utilized when appropriate. Group content should include one of the four group treatment domains: *competency education, understanding and management of mental illness, physical exercise, and mental/social stimulation.* Many group topics can be assimilated into the groupings, e.g., mock trial, music-based competency treatment, etc.

C. Contractor shall provide individual sessions per day to each Patient Inmate. Individual sessions may be used to check-in with Patient Inmates and/or discuss key legal elements of the individual's case that may be too sensitive for group discussion. Specific competency issues can best be addressed

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individually, e.g., a Patient Inmate understands court proceedings but struggles to apply the knowledge to their individual case.

D. Contractor's psychiatrist shall see each Patient Inmate weekly. A psychiatric assessment is a component of the admission process, and more frequent appointments shall be available as needed.

E. Together on a weekly basis, the multi-disciplinary treatment team shall review:

i. Progress of all Patient Inmates admitted within 30 days,

ii. At subsequent 14-day intervals thereafter, and

iii. When a Patient Inmate is under consideration for discharge.

The multi-disciplinary treatment team shall be responsible for providing the committing court progress reports pursuant to Penal Code section 1370 subdivision (b)(1).

3. SAMPLE SMALL COUNTY JBCT PROGRAM TREATMENT SCHEDULE

Monday	***Tuesday***	***Wednesday***	***Thursday***	***Friday***
	Staff Member 1: Law Class	**Staff Member 2:** Law Class	**Staff Member 1:** Law Class	**Staff Member 2:** Law Class
	Staff Member 1: Individual Therapy	**Staff Member 2:** Individual Therapy	**Staff Member 1:** Individual Therapy	**Staff Member 2:** Individual Therapy

4. SAMPLE PROPOSED SMALL COUNTY JBCT PROGRAM STAFFING MODEL:

Number of Patients	1 to 2 Patients per Month
Treatment Team Staffing*	Social Worker Supervisor II, LMFT – 0.1 Psychiatrist – contracted per hour Psychologist – contracted per evaluation Mental Health Clinician – 0.2 Physician Assistant – 0.2
Administrative Staff*	Senior Office Assistant – 0.1 Staff Services Analyst – 0.1 Accountant II – 0.1 Senior Administrative Analyst – 0.1
Custodial Staff*	Deputy – 2.0
**Number of positions reflect full-time equivalent (FTE) values.*	

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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT:

A. Contractor shall submit all invoices not more frequently than monthly in arrears.

B. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, the DSH agrees to compensate Contractor in accordance with the rates specified in section 5, Budget Detail.

C. The DSH is not responsible for services performed by Contractor outside of this Agreement, or for services performed other than as outlined in Exhibit A, Scope of Work and Exhibit A-1, Program Elements.

D. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.

E. Contractor shall not bill or seek reimbursement from DSH for any goods or services if Contractor received or will receive reimbursement or funding for such goods or services under any federal program, such as the CAREs Act or FEMA disaster relief, except when Contractor has billed Medicare and seeks the difference between the Medicare payment and the DSH contract price.

2. INSTRUCTIONS TO CONTRACTOR:

A. To expedite the processing of invoices submitted to the DSH for payment, all invoice(s) shall be submitted to the DSH for review and approval at the following address:

Department of State Hospitals
Attention: Accounting Office
1215 O Street, MS-2
Sacramento, CA 95814

OR
DSHSAC.AccountsPayable@dsh.ca.gov

B. Contractor shall submit one original and three copies of each invoice, unless emailed.

C. Contractor shall type, not handwrite, each invoice on company letterhead. The DSH may provide an invoice template, if requested, which may be used in lieu of company letterhead.

D. Contractor shall clearly note Contractor's name and address on each invoice. The name on the invoice must match the Payee Data Record (Std. 204) and the name listed on this Agreement.

E. Contractor shall list and itemize in accordance with the Budget Detail, all services or deliverables provided on each invoice.

F. Contractor shall include the following on each submitted invoice:
   i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated.
   ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213).
   iii. Small Business certification number, if applicable.

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iv. Professional license number, if applicable; and
v. Invoice total.

3. BUDGET CONTINGENCY CLAUSE:

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any Fiscal Year (FY) is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

C. If this Agreement overlaps Federal and State FYs, should funds not be appropriated by Congress or approved by the Legislature for the FY in which the Agreement was entered into, and/or any subsequent years covered under this Agreement, the State may exercise its option to cancel this Agreement.

D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

4. PROMPT PAYMENT CLAUSE:

A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

5. BUDGET DETAIL:

Mariposa County JBCT Cost Estimate		
Mariposa JBCT	**Daily Rate**	**Annual Cost**
Fixed Cost		
Medical/Psychiatric Services	$-	**$51,000**
Competency Services	$-	**$41,700**
Administrative Support	$-	**$49,686**
Variable Cost - paid as patients are served		
Housing & Security - Daily Rate	$169	**$152,100 (Roughly ten (10) patients)**
Medications - Daily Rate	$13	**$11,700 (Roughly ten (10) patients)**

A. The maximum amount of this Agreement shall not exceed **$918,558.00.**

B. At the sole discretion of the DSH and for the purposes of accounting, the DSH may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the contract price for the services actually rendered.

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C. Contractor must submit all invoices within a reasonable time but, no later than 12 months from the date that services were provided. If Contractor fails to provide invoices within 12 months of the date services are rendered, the DSH may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.

D. Contractor shall not be reimbursed for any travel-related expenses. All travel shall be at the expense of Contractor.

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EXHIBIT B-1
SAMPLE INVOICE

[Insert Contractor's Department company logo/address]

INVOICE

DATE	INVOICE #

Department of State Hospitals
Attn: Accounting Office
1600 9th Street, Room 141
Sacramento, CA 95814

PERIOD OF SERVICE	AGREEMENT #
[insert date range of month being invoiced]	

Medical/Psychiatric Services Fixed Cost for [insert month being invoiced]	Competency Services Fixed Cost for [insert month being invoiced]	Administrative Support Fixed Cost for [insert month being invoiced]
$4,250.00	**$3,475.00**	**$4,140.50**

Housing & Security Costs						
Daily Rate		Number of Patients Treated		Days in Treatment		Total for [insert month being invoiced]
$169.00	**X**	[Insert total number of patients treated in the month being invoiced]	**X**	[Insert actual number of days in treatment for the month being invoiced]	**=**	**$**_____
Medication Costs						
Daily Rate		Number of Patients Treated		Days in Treatment		Total for [insert month being invoiced]
$13.00	**X**	[Insert total number of patients in the month being invoiced]	**X**	[Insert actual number of days in treatment for the month being invoiced]	**=**	**$**_____

Invoice Total for [insert month being invoiced]:	**$**_____

PLEASE MAKE REMITTANCE PAYABLE TO:
[Insert Contractor's Department billing contact/address]

Prepared By: [Signature here]_____
[Insert name/title here]

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EXHIBIT C
GENERAL TERMS AND CONDITIONS

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

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

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

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

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

5. ***INDEMNIFICATION: In the event the State Department of State Hospitals and a county jail treatment facility are determined to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under such a contract, each shall indemnify the other to the extent of its comparative fault.***

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

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

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

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

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully 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, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

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

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

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

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

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a. The Government Code Chapter on Antitrust claims contains the following definitions:
   1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
   2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

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

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

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

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

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

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

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

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

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19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

    a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

    b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

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EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. SUBCONTRACTS:

A. Except for subcontracts identified in accordance with the solicitation, Contractor shall submit any subcontracts in connection with this Agreement to DSH for its prior written approval. No work shall be subcontracted without the prior written approval of DSH. Upon the termination of any subcontract, DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.

B. Nothing contained in this Agreement shall create any contractual relationship between DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor is fully responsible to DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them. Contractor agrees to indemnify and hold DSH harmless for any costs, losses or claims, including reasonable attorney fees, resulting from its subcontractors.

2. PUBLICATIONS AND REPORTS:

A. DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.

B. If the publication and/or report are prepared by non-employees of DSH, and the total cost for such preparation exceeds $5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code section 7550).

3. PROGRESS REPORTS:

A. If progress reports are required by the Agreement, Contractor shall provide a progress report in writing, or orally if approved by DSH Contract Manager, at least once a month to DSH Contract Manager. This progress report shall include, but not be limited to; a statement that Contractor is or is not on schedule, any pertinent reports, and any interim findings if applicable. Contractor shall cooperate with and shall be available to meet with DSH to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

4. PRESENTATION:

A. Upon request, Contractor shall meet with DSH to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement.

5. DEPARTMENT OF STATE HOSPITALS STAFF:

A. DSH's staff shall be permitted to work side-by-side with Contractor's staff to the extent and under conditions as directed by DSH Contract Manager. In this connection, DSH's staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.

B. The Contractor shall abide by DSH's written policy and procedures on "nepotism," which is defined as "The practice of an employee using their influence or power to aid or hinder another in

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the employment setting because of a personal relationship." Accordingly, Contractor shall not use their influence or power to aid or hinder another in DSH's or Contractor's employment setting because of a personal relationship. The Contractor shall disclose any personal relationship with any current DSH workforce member by completing DSH 3215 Verification of Personal Relationships and Hiring of Relatives. Contractor shall also disclose any personal relationships with any current subcontractor(s)' workforce member.

6. CONFIDENTIALITY OF DATA AND DOCUMENTS:

A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of DSH Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code sections 6250 et seq.).

B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.

C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or DSH's actions on the same, except to DSH's staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law.

D. If requested by DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by DSH and shall supply DSH with evidence thereof.

E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.

F. After any data or documents submitted has become a part of the public records of DSH, Contractor may at its own expense and upon written approval by DSH Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of State Hospitals (Department), but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

7. PROVISIONS RELATING TO DATA:

A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or

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information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by Contractor in the performance of this Agreement at the expense of DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.

C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to DSH. Such data shall be property of the State of California and DSH.

D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify DSH of any such contemplated action; and DSH may within 30 days of said notification determine whether or not this data shall be further preserved. DSH shall pay the expense of further preserving this data. DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.

E. Contractor shall use best efforts to furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.

F. All financial, statistical, personal, technical and other data and information relating to DSH's operation, which are designated confidential by the State or DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.

G. If DSH determines that the data and information are inadequately protected by Contractor or its subcontractors, DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

8. APPROVAL OF PRODUCT:

A. Each product to be approved under this Agreement shall be approved by the Contract Manager. DSH's determination as to satisfactory work shall be final, absent fraud or mistake.

9. SUBSTITUTIONS:

A. Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.

10. NOTICE:

A. Notice to either party shall be given by first class mail, by Federal Express, United Parcel Service or similar carrier, properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

11. WAIVER:

A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

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12. GRATUITIES AND CONTINGENCY FEES:

A. Contractor shall not provide gratuities to any officer or employee of DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. DSH, by written notice to Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of the State or the DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.

B. In the event this Agreement is terminated as provided in the paragraph above, DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by Contractor in providing any such gratuities to any such officer or employee.

C. The rights and remedies of DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

13. INTEGRATION CLAUSE:

A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

14. CAPTIONS:

A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

15. PUBLIC HEARINGS:

A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in Contractor's proposed budget. DSH shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by DSH.

16. FORCE MAJEURE:

A. Neither DSH nor Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State, or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or

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any catastrophe resulting from flood, fire, explosion, earthquakes or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

17. LITIGATION:

A. DSH, promptly after receiving notice thereof, shall notify Contractor in writing of the commencement of any claim, suit, or action against DSH or its officers or employees for which Contractor must provide indemnification under this Agreement. The failure of DSH to give such notice, information, authorization or assistance shall not relieve Contractor of its indemnification obligations. Contractor shall immediately notify DSH of any claim or action against it which affects, or may affect, this Agreement, the terms or conditions hereunder, DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of DSH.

B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

18. DISPUTES:

A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement.

19. EVALUATION OF CONTRACTOR'S PERFORMANCE:

A. DSH shall evaluate Contractor's performance under this Agreement using standardized evaluation forms which shall be made available to every state agency pursuant to Public Contracts Code section 10367.

20. AUDITS, INSPECTION AND ENFORCEMENT:

A. Contractor agrees to allow DSH to inspect its facilities and systems, and make available for review its books and records to enable DSH to monitor compliance with the terms of this Agreement and audit invoices submitted to DSH.

B. Contractor shall promptly remedy any violation of any provision of this Agreement to the satisfaction of DSH.

C. The fact that DSH inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, books and records does not relieve Contractor of its responsibility to independently monitor its compliance with this Agreement.

D. DSH's failure to detect or DSH's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of DSH's enforcement rights under the Agreement.

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21. USE OF STATE FUNDS:

A. Contractor, including its officers and members, shall not use funds received from DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:

i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,

ii. Lobbying for either the passage or defeat of any legislation.

B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

22. CANCELLATION PROVISIONS:

A. Unless otherwise specified, this Agreement may be canceled at any time by DSH, in writing, with thirty (30) days advance notice. If canceled, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of cancellation and only at the rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs, at the rates set forth in Exhibit B, incurred prior to the date of cancellation or termination. DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of cancellation.

B. If DSH determines that Contractor has breached a material term of the Agreement and has not cured the breach or ended the violation within the time specified by DSH, DSH may terminate the contract by providing notice to Contractor. DSH Information Security Officer shall report as required HIPAA violations to the Secretary of the U.S. Department of Health and Human Services.

C. Failure to comply with section 1 or 6 of this Exhibit, or a violation of section 12 of this Exhibit, shall be deemed a material breach of this Agreement.

23. EMPLOYMENT PROVISIONS:

A. Contractor acknowledges and agrees that neither Contractor, their personnel, subcontractors, nor other service providers through this Agreement are employees of DSH. Contractor and its independent contractors shall be solely responsible for:

i. Paying any and all payroll taxes, including, but not limited to Social Security and Medicare taxes,

ii. Federal or state income tax withholding,

iii. Providing unemployment insurance and workers compensation insurance, and

iv. Paying compensation to its employees in accordance with federal and state labor laws, including overtime pay unless otherwise specified in this Agreement, as well as penalties that may be imposed for failure to comply with these laws. Contractor agrees to indemnify and

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hold harmless DSH for any damages, losses, expenses, including reasonable attorney fees, in connection with its failure to pay salary or overtime, or provide benefits, including, but not limited to health care benefits or retirement benefits, to its employees, or its failure to provide to comply with federal or state labor laws.

24. LIABILITY FOR LOSS AND DAMAGES:

A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of DSH at Contractor's expense. DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

25. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

A. DSH reserves the right to conduct fingerprinting, drug testing, and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor, their personnel, subcontractors, and other service providers through this Agreement access to State premises. DSH further reserves the right to terminate this Agreement should a threat to security be determined.

B. In the event that the services required under this Agreement will be performed within a DSH facility, Contractors and their employees who are assigned to work with, near, or around patients shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for TB in an infectious or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more often as directed by DSH. Contractors and their employees who have any contact (physical or nonphysical) with patients, shall be required to furnish to the DSH Contract Manager, at no cost to DSH, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.

C. If both of the documented results of the TST provided ≤ 0-9/mm of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is ≥ 10/mm of induration, then they shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.

D. DSH reserves the right, in its sole and absolute discretion, to take measures to minimize the transmission of influenza. Contractor, their personnel, subcontractors, and other service providers through this Agreement may be required to either a) show written proof that they have received an influenza vaccine, or b) complete an Influenza Declination Form, which will be provided upon request. In addition, all non-vaccinated providers may be required to wear a mask. In its sole and absolute discretion, DSH may elect to provide free influenza vaccines to Contractor, their personnel, subcontractors, and other service providers through this Agreement.

26. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:

A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if Contractor has a financial interest with that health care provider or health-related facility.

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B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of DSH. Contractor shall disclose, in writing, as well as on a continuous basis, to DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

27. AMENDMENTS:

A. The parties reserve the right to amend this Agreement as mutually agreed upon. This is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties and be approved by the Department of General Services if such approval is required.

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Attachment: 4440-2179002000 Exhibits Cntr (RES-2021-537 : JBCT Services Agreement with the Department of State Hospitals)

EXHIBIT E
CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS
(HIPAA Business Associate Agreement)

These Confidentiality and Information Security Provisions (for HIPAA/HITECH Act contracts) set forth the information privacy and security requirements Contractor is obligated to follow with respect to all confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted, or used by Contractor for or on behalf of the California Department of State Hospitals (DSH), pursuant to Contractor's agreement with DSH. DSH and Contractor (the parties) desire to protect the privacy and provide for the security of DSH confidential information pursuant to this Exhibit and in compliance with state and federal laws applicable to the confidential information.

1. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS:

A. Contractor shall comply with applicable laws and regulations, including but not limited to Welfare and Institutions Code sections 14100.2 and 5328 et seq., the Lanterman-Petris-Short Act, Civil Code section 1798 et seq., the Information Practices Act of 1977, Health and Safety Code section 123100 et seq., the Patient Access to Health Records Act, Title 42, Code of Federal Regulations (C.F.R.) part 431.300 et seq., and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including but not limited to section 1320d et seq. of Title 42 of the United States Code and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations(C.F.R.), Parts 160, 162 and 164) (HIPAA regulations) regarding the confidentiality and security of protected health information (PHI). The following provisions of this Exhibit , set forth some of the requirements of these statutes and regulations. This Exhibit should not be considered an exclusive list of the requirements. Contractor is required to fulfill the requirements of these statutes and regulations by independently researching and obtaining legal advice on these requirements as they may be amended from time to time.

B. Order of Precedence: With respect to confidentiality and information security provisions for all DSH confidential information, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and DSH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

C. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to DSH confidential information disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of DSH, pursuant to Contractor's agreement with DSH. When applicable, the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

2. DEFINITIONS:

A. The following terms used in the agreement between DSH and Contractor shall have the same meaning as those terms in the HIPAA Rules: Breach, Covered Entity, Data Aggregation, Disclosure, Health Care Operations, Individual, Minimum Necessary, Protected Health Information, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific Definitions

i. Contractor. Contractor shall have the same meaning as the term “business associate” at 45 C.F.R. section 160.103.

ii. HIPAA Rules. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and 164 .

iii. Confidential Information. Confidential information shall mean information or data that is Protected Health Information or Personal Information as defined herein.

iv. Personal Information (PI). Personal Information shall have the same meaning as defined in Civil Code section 1798.3, subdivision (a).

v. Required by law, as set forth under 45 C.F.R. section 164.103, shall mean a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

vi. Security Incident. Security Incident shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of Contractor’s organization and intended for internal use; or interference with system operations in an information system.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:

A. Contractor agrees to:

i. not use or disclose confidential information other than as permitted or required by the agreement between DSH and Contractor or as required by law. Any use or disclosure of DSH confidential information shall be the Minimum Necessary;

ii. use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic confidential information, to prevent use or disclosure of confidential information other than as provided for by the agreement with DSH;

iii. report to DSH any use or disclosure of confidential information not provided for by the agreement with DSH of which it becomes aware, including breaches of unsecured protected health information as required at 45 C.F.R. section 164.410, and any security incident of which it becomes aware;

iv. in accordance with 45 C.F.R. sections 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agents and subcontractors that create, receive, maintain, or transmit

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confidential information on behalf of Contractor enter into a written agreement with Contractor agreeing to be bound to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information;

v. to provide access and make available confidential information in a designated record set to DSH or to an Individual in accordance with 45 C.F.R. section 164.524 and California Health and Safety Code section 123100 et seq. Designated Record Set shall mean the group of records maintained for DSH that includes medical, dental, and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DSH health plans; or those records used to make decisions about individuals on behalf of DSH. Contractor shall use the forms and processes developed by DSH for this purpose and shall respond to requests for access to records transmitted by DSH within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none;

vi. if Contractor maintains an Electronic Health Record with PHI and an Individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable DSH to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e);

vii. if Contractor receives data from DSH that was provided to DSH by the Social Security Administration, upon request by DSH, Contractor shall provide DSH with a list of all employees, subcontractors, and agents who have access to the Social Security data, including employees, contractors, and agents of its subcontractors and agents;

viii. make any amendment(s) to confidential information in a Designated Record Set as directed or agreed to by DSH pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy DSH's obligations under 45 C.F.R. section 164.526;

ix. to document and make available to DSH or (at the direction of DSH) to an Individual within 15 days such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 C.F.R. section 164.528 and 42 U.S.C. section 17935(c). If Contractor maintains electronic health records for DSH as of January 1, 2009, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment, or health care operations, effective with disclosures on or after January 1, 2014. If Contractor acquires electronic health records for DSH after January 1, 2009, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment, or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting;

x. to the extent Contractor is to carry out one or more of DSH's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to DSH in the performance of such obligation(s); and

xi. make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA regulations.

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4. PERMITTED USES AND DISCLOSURES OF CONFIDENTIAL INFORMATION BY THE CONTRACTOR:

A. Except as otherwise provided in the agreement between Contractor and DSH, Contractor, may use or disclose DSH confidential information to perform functions, activities or services identified in the agreement with DSH provided that such use or disclosure would not violate federal or state laws or regulations.

B. Contractor may not use or disclose the confidential information except as provided and permitted or required by this agreement with DSH or as required by law.

C. Contractor may use and disclose confidential information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such uses and disclosures are required by law.

D. Contractor may use confidential information to provide data aggregation services related to the health care operations of the DSH. Data aggregation means the combining of DSH confidential information created or received by Contractor on behalf of DSH with confidential information received by Contractor in its capacity as the business associate of another Covered Entity, to permit data analyses that relate to the health care operations of DSH.

5. SAFEGUARDS:

A. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards. The information privacy and security program shall reasonably and appropriately protect the confidentiality, integrity, and availability of the confidential information that it creates, receives, maintains, or transmits; and prevent the use or disclosure of confidential information other than as provided for by the agreement with DSH. Contractor shall provide the DSH with information concerning such safeguards as the DSH may reasonably request from time to time.

B. Contractor shall implement administrative, technical, and physical safeguards to ensure the security of the DSH information on portable electronic media (e.g., USB drives and CD-ROM) and in paper files. Administrative safeguards to be implemented shall include, but are not limited to training, instructions to employees, and policies and procedures regarding the HIPAA Privacy Rule. Technical safeguards to be implemented must comply with the HIPAA Security Rule and Subpart C of part 164 of the HIPAA regulations with respect to electronic confidential information, and shall include, but are not limited to, role-based access, computer passwords, timing out of screens, storing laptop computers in a secure location (never leaving the equipment unattended at workplace, home or in a vehicle) and encryption. Physical safeguards to be implemented shall include, but are not limited to, locks on file cabinets, door locks, partitions, shredders, and confidential destruct.

6. AUTHENTICATION:

A. Contractor shall implement appropriate authentication methods to ensure information system access to confidential information is only granted to properly authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that

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are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-68 and the SANS Institute Password Protection Policy.

i. Contractor shall implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:

(1) network-based firewall and/or personal firewall,

(2) continuously updated anti-virus software and

(3) patch-management process including installation of all operating system/software vendor security patches.

ii. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices (including, but not limited to, laptop computers, smart phones and PDAs) with a solution that uses proven industry standard algorithms.

iii. Prior to disposal, sanitize all DSH confidential data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88.

iv. Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.

7. MITIGATION OF HARMFUL EFFECTS:

A. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of confidential information by Contractor or its subcontractors in violation of the requirements of the agreement.

8. NOTIFICATION OF BREACH:

A. During the term of the agreement with DSH, Contractor shall report to DSH any use or disclosure of information not provided for by its contract of which it became aware including breaches of unsecured confidential information as required by 45 C.F.R. section 164.410.

9. DISCOVERY OF BREACH:

A. Contractor shall immediately notify the DSH Chief Information Security Officer by telephone call and email upon the discovery of a breach of confidential information in all forms (paper, electronic, or oral) if the confidential information was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of confidential information in violation of the agreement with DSH, or potential loss of DSH confidential data. If the security incident occurs

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after business hours or on a weekend or holiday, notification shall be provided by calling the DSH Chief Information Security Officer. Contractor shall take:

i. prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and

ii. any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

10. INVESTIGATION OF BREACH:

A. Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of DSH confidential information. Within 8 hours of discovery (of the breach), Contractor shall notify the DSH Chief Information Security Officer of at least the following:

i. the data elements involved and the extent of the confidential data involved in the breach;

ii. a description of the unauthorized person(s) known or reasonably believed to have improperly acquired, accessed, used, transmitted, sent or disclosed confidential information;

iii. a description of where and when the confidential information is believed to have been improperly acquired, accessed, used, transmitted, sent or disclosed;

iv. a description of the probable causes of the improper acquisition, access, use, transmission, sending, or disclosure; and

v. whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are required.

11. WRITTEN REPORT:

A. Contractor shall provide a written report of the investigation to the DSH Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, an estimation of cost for remediation, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

12. NOTIFICATION OF INDIVIDUALS:

A. Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. Notification shall be made in the most expedient time possible without reasonable delay. The DSH Program Contract Manager, DSH Chief Information Security Officer, and DSH Chief Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained by Contractor before the notifications are made.

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13. DSH CONTACT INFORMATION:

A. Contractor shall direct communications to the DSH Program Contract Manager, DSH Chief Information Security Officer, and DSH Chief Privacy Officer Contractor shall initiate contact as indicated herein. DSH reserves the right to make changes to the contact information below by giving written notice to Contractor. Said changes shall not require an amendment to the agreement between the parties to which it is incorporated.

DSH Contract Manager	DSH Chief Privacy Officer	DSH Chief Information Security Officer
See Exhibit A - Scope of Work for contact information	Chief Privacy Officer Office of Legal Services 1600 9th Street, Room 433 Sacramento, CA 95814 Email: yamin.scardigli@dsh.ca.gov Telephone: 916-562-3721	Chief Information Security Officer Information Security Office 1600 9th Street, Suite 250 Sacramento, CA 95814 Email: iso@dsh.ca.gov and security@dsh.ca.gov Telephone: 916-654-4218

14. INTERNAL PRACTICES:

A. Contractor shall make Contractor's internal practices, books and records relating to the use and disclosure of DSH confidential information received from DSH, or created, maintained or received by Contractor, available to DSH or to the Secretary in a time and manner designated by DSH or by the Secretary, for purposes of determining DSH's compliance with HIPAA regulations.

15. EMPLOYEE TRAINING AND DISCIPLINE:

A. Contractor shall train and use reasonable measures to ensure compliance with the requirements of the agreement between DSH and Contractor by employees who assist in the performance of functions or activities under this agreement and use or disclose confidential information; and discipline such employees who intentionally violate any provisions of this agreement.

16. EFFECT OF TERMINATION:

A. Upon termination or expiration of the agreement between Contractor and DSH for any reason, Contractor shall return, at its sole expense, to DSH all confidential information within five (5) business days or as otherwise specified in the request or notice to return records or, if agreed to by DSH, destroy all confidential information received from DSH or created or received by Contractor on behalf of DSH, that Contractor still maintains in any form. Contractor shall retain no copies of DSH confidential information. However, if return or destruction is not feasible, Contractor shall continue to extend the protections and provisions of the agreement to such information, and limit further use or disclosure of such confidential information to those purposes that make the return or destruction of such confidential information infeasible. This provision shall apply to DSH confidential information that is in the possession of Contractor, its subcontractor(s), or its agent(s).

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17. MISCELLANEOUS PROVISIONS:

A. DSH shall notify Contractor and Contractor shall notify DSH of restrictions on disclosures or the manner of confidential communications requested and agreed to by Contractor or DSH from an Individual to satisfy 45 C.F.R. section 164.522.

B. Assistance in Litigation or Administrative Proceedings. Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under the agreement with DSH, available to DSH at no cost to DSH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DSH, its directors, officers or employees for claimed violations of HIPAA, regulations or other laws relating to security and privacy based upon actions or inactions of Contractor and/or its subcontractors, employees, or agents, except where Contractor or its subcontractors, employees, or agents is a named adverse party.

C. No Third-Party Beneficiaries. Nothing expressed or implied in the terms and conditions of the agreement between Contractor and DSH is intended to confer, nor shall anything herein confer, upon any person other than DSH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

D. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA regulations and applicable federal and state laws. The parties agree that any ambiguity in the terms and conditions of the agreement between the parties shall be resolved in favor of a meaning that complies and is consistent with state and federal law, including HIPAA and the HIPAA regulations.

E. A reference in the terms and conditions of the agreement between DSH and Contractor to any HIPAA regulation relates to that section in effect or as amended.

F. The obligations of Contractor under this Exhibit E shall survive the termination or expiration of the agreement.

18. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS:

A. DSH may immediately terminate the agreement between Contractor and DSH if (a) Contractor is found liable in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (b) a finding or stipulation that Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws made in an administrative or civil proceeding in which Contractor is a party.

19. TERMINATION FOR CAUSE:

A. In accordance with 45 C.F.R. section 164.504(e)(1)(ii), upon DSH's knowledge of a material breach or violation of this Exhibit by Contractor, DSH shall:

i. Provide an opportunity for Contractor to cure the breach or end the violation and terminate the agreement if Contractor does not cure the breach or end the violation within the time specified by DSH; or

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ii. Immediately terminate the agreement if Contractor has breached a material term of this Exhibit and cure is not possible.

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STATE OF CALIFORNIA
CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT
DGS OLS 04 (Rev. 01/17)

DEPARTMENT OF GENERAL SERVICES
OFFICE OF LEGAL SERVICES

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of $100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
County of Mariposa	94-6000880

By (Authorized Signature)

Printed Name and Title of Person Signing

Marshall Long, Board Chair

Executed in the County of	Executed in the State of
Mariposa	CA

Date Executed

Attachment: CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT (RES-2021-537 : JBCT Services Agreement with the Department of State

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Mariposa	94-6000880

By (Authorized Signature)

Printed Name and Title of Person Signing

Marshall Long, Board Chair

Date Executed	Executed in the County of
	Mariposa

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

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2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

Attachment: CCC 04 2017 (RES-2021-537 : JBCT Services Agreement with the Department of State Hospitals)

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions,

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Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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IRAN CONTRACTING ACT
(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of $1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in*

OPTION #2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	

Printed Name and Title of Person Signing *Date Executed*

Attachment: IranActCert (RES-2021-537 : JBCT Services Agreement with the Department of State Hospitals)

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	INCREASE	DECREASE
3454	402	45079	JBCT Grant State Revenue	(280,671)	
3454	402	51111	Social Work Supervisor II	6,489	
3454	402	51111	Mental Health Clinician	10,800	
3454	402	51111	Staff Services Analyst II	5,309	
3454	402	51111	Office Technician	4,051	
3454	402	51111	Accountant II	5,074	
3454	402	51111	Sr. Administrative Analyst	6,535	
3454	402	51202	Longevity Pay	60	
3454	402	51215	PERS Incentive	1,440	
3454	402	52301	Social Security	1,435	
3454	402	52302	Medicare	336	
3454	402	52201	Medical	3,392	
3454	402	52101	Retirement	2,555	
3454	402	52205	Life	11	
3454	402	52303	SDI	237	
3454	402	52206	Cash Benefit	521	
3454	402	60201	Misc. Expense	300	
3454	402	60213	Office Expense	2,516	
3454	402	60301	Professional Services	71,610	
3454	402	60421	Equipment	3,925	
3454	402	60111	Training	3,925	
3454	402	80111	Transfer Out	150,150	
1001	220	49101	Transfer in	(150,150)	
1001	220	51115	Overtime	128,324	
1001	220	52301	Social Security	7,956	
1001	220	52302	Medicare	1,861	
1001	220	52303	SDI	1,284	
1001	220	60545	Client Medications	10,725	
TRANSFER BETWEEN FUNDS					
				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 appropriating Reserve for Contingencies

( ) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit.

DEPT HEAD SIGNATURE DATE:

APPROVED BY RES NO. CLERK DATE

AUDITOR'S USE ONLY
BA#

Attachment: JBCT Budget Action Renewal FY21-22 (RES-2021-537 : JBCT Services Agreement with the Department of State Hospitals)

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER
18-79000-000
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
Department of State Hospitals

CONTRACTOR'S NAME
County of Mariposa

2. The term of this Agreement is: August 1, 2018 or upon DGS approval, whichever is later, through July 31, 2021

3. The maximum amount of this Agreement is: $852,358.00
Eight Hundred Fifty-Two Thousand Three Hundred Fifty-Eight Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	5 pages
Exhibit A-1 – Program Elements	7 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit B-1 – Sample Invoice	1 page
Exhibit C – General Terms and Conditions	4 pages
Exhibit D - Special Terms and Conditions	8 pages
Exhibit E – Confidentiality and Information Security Provisions	7 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

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

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
County of Mariposa

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Rosemarie Smallcombe, Chair

ADDRESS
P.O. Box 784
Mariposa, CA 95338

STATE OF CALIFORNIA

AGENCY NAME
Department of State Hospitals

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Dawn DiBartolo, Chief, Acquisitions and Business Services Office

ADDRESS
1600 9th Street, Room 101, Sacramento, CA 95814

California Department of General Services Use Only

☐ Exempt per:

DSH USE ONLY
☐ State Master ☐ Contractor ☐ Contract Manager ☐ Accounting ☐ State Controller

Attachment: JBCT Contract 2018-2021 Dept. of State Hospitals and Mariposa County (RES-2021-537 : JBCT Services Agreement with the

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Attachment: JBCT Contract 2018-2021 Dept. of State Hospitals and Mariposa County (RES-2021-537 : JBCT Services Agreement with the

EXHIBIT A
SCOPE OF WORK

1. CONTRACTED PARTIES:

A. The County of Mariposa, and/or their authorized designee, hereafter referred to as Contractor, agrees to provide services (as defined in Section 6) to the Department of State Hospitals (DSH) pursuant to the terms and conditions of this Agreement.

2. SERVICE LOCATION:

A. The services shall be performed at the Mariposa County Adult Detention Facility (MCADF), 5379 Highway 49 North, Mariposa, California.

3. SERVICE HOURS:

A. The restoration of competency treatment services shall be provided on an as needed basis. Medical services and all other services pursuant to the legal and physical custody of the Patient Inmates receiving restoration of competency treatment services under this Agreement shall be provided 24 hours per day, seven days a week throughout the term of this Agreement.

4. PROJECT REPRESENTATIVES:

A. The project representatives during the term of this Agreement will be:

DSH Contract Manager:	
Section/Unit: Forensic Services Division	
Attention: Melanie Scott, Psy.D. Assistant Chief Psychologist	
Address: 1600 9th Street, Room 410 Sacramento, CA 95814	
Phone: (916) 616-5703	Fax: (916) 651-1168
Email: Melanie.Scott@dsh.ca.gov	

DSH Administrative Contact:	
Section/Unit: Forensic Services Division	
Attention: Sarah Turner Program Adviser	
Address: 1600 9th Street, Room 410 Sacramento, CA 95814	
Phone: (916) 651-5599	Fax: (916) 651-1168
Email: Sarah.Turner@dsh.ca.gov	

Mariposa County Contract Manager:	
Section/Unit: Sheriff's Office	
Attention: Undersheriff Jeremy Briese	
Address: 5099 Old Hwy North Mariposa, CA 95338	
Phone: (209) 966-3616	Fax: (209) 742-5090
Email: jbriese@mariposacounty.org	

Mariposa County Sheriff Contact:	
Section/Unit: Mariposa County Adult Detention Facility	
Attention: Lieutenant Sean Land	
Address: 5379 Hwy 49 Mariposa, CA 95338	
Phone: (209) 966-3616	Fax: (209) 742-4975
Email: sland@mariposacounty.org	

Attachment: JBCT Contract 2018-2021 Dept. of State Hospitals and Mariposa County (RES-2021-537 : JBCT Services Agreement with the

Mariposa County Jail – Medical Contact:	
Section/Unit: Jail Medical	
Attention: Margie Jensen, RN, DNP, FNP	
Address: 5186 Hospital Road Mariposa, CA 95338	
Phone: (559) 355-2283	Fax: (209) 742-2037
Email: drjessendnp@att.net	

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. PROGRAM IMPLEMENTATION FUNDS:

A. The DSH shall reimburse Contractor for initial program implementation costs incurred under this Agreement. The implementation costs shall include, but are not limited to:
   i. Initial setup of patient rooms as well as treatment and office space;
   ii. Initial administrative operating expenses and equipment;
   iii. Development of an operational clinical Policy and Procedure Manual; and
   iv. Orientation and training time for new staff on clinical operations, policies, and procedures.

6. SUMMARY OF WORK TO BE PERFORMED:

A. Contractor shall administer the delivery of Jail-Based Competency Treatment (JBCT) program services for male and female individuals, hereinafter referred to as "Patient Inmates," found by the courts to be Incompetent to Stand Trial (IST). Contractor shall provide restoration of competency treatment services to IST Patient Inmates participating in the JBCT program.

7. CONTRACTOR RESPONSIBILITIES:

A. When providing restoration of competency treatment services, Contractor shall adhere to the program outlines contained in the Exhibit A-1, Program Elements.

B. Contractor shall ensure that a preliminary evaluation of each potential JBCT Patient Inmate is conducted through, at a minimum, a review of the medical and mental health records of each prospective Patient Inmate, prior to admission into the JBCT program. Contractor shall provide the Central Valley Regional Conditional Release Program (CONREP) with a written report as to placement within the JBCT program within 10 judicial days of the court's order for placement evaluation. Once Mariposa County's felony IST referrals are being managed by the DSH Patient Management Unit, this report as to placement will not be required.

   i. Contractor shall ensure that priority for admissions to the JBCT program shall be based on commitment date, unless an exception is made based on one of the factors listed in California Code of Regulations (CCR), Title 9, Section 4710. In the event multiple felony IST defendants have the same commitment date, admission shall be scheduled based on the availability of the committing county to transport the defendants.

   ii. Upon admission into the JBCT program, Contractor shall ensure that a more thorough assessment is conducted as indicated in Exhibit A-1, Program Elements.

Attachment: JBCT Contract 2018-2021 Dept. of State Hospitals and Mariposa County (RES-2021-537 : JBCT Services Agreement with the

C. Patient Inmates housed at the MCADF shall remain under the legal and physical custody of Contractor.

D. Should Contractor determine, based on clinical considerations, patient history, or other factors, that a current or potential Patient Inmate is, or likely shall be, violent and a significant danger to others participating in the JBCT program, Contractor shall inform the DSH Contract Manager immediately in writing, and by phone. Contractor agrees that the decision to remove such a Patient Inmate from the JBCT program is at the sole discretion of the DSH, and the DSH shall not unreasonably withhold such permission. In the event a Patient Inmate is removed from the JBCT program, the DSH shall arrange to have such Patient Inmate admitted to a state hospital forthwith as is permitted under the admission requirements set forth in CCR, Title 9, sections 4700, et seq. Contractor shall continue to treat the Patient Inmate in the JBCT program until such arrangements are made.

E. Contractor shall provide for the care, confinement, and security of the Patient Inmates in accordance with all federal and state laws, standards, regulations, policies, procedures, and court orders applicable to the MCADF, including the Prison Rape Elimination Act.

F. Contractor's custody staff assigned to the JBCT program shall receive Enhanced Mentally Ill Offender or Crisis Intervention Training (CIT) provided by Contractor, and shall participate in the JBCT program treatment team meetings.

G. Responsibilities for Medical Care:

i. Contractor shall provide all Patient Inmates with the full range of Routine Medical Care available to other inmates of the MCADF, and is financially responsible for such care. Contractor agrees that the cost of all Routine Medical Care is included in the per diem rate charged to the DSH.

ii. For the purposes of this Agreement, Routine Medical Care shall be defined as all medical, dental, and mental health care as well as the cost of medical supplies, formulary prescription medications which are provided to Patient Inmates, and restoration of competency treatment services which are provided by the MCADF to Patient Inmates, including prescribed psychotropic medications. Non-formulary prescription medications shall not be provided to Patient Inmates except in conjunction with Non-Routine Medical Care.

iii. For the purposes of this Agreement, Non-Routine Medical Care shall be defined as major medical operations or surgeries (such as heart transplants), continuation of experimental medication, services that cannot be provided onsite at the MCADF, dialysis services, whether onsite or otherwise, and emergency medical care.

iv. If a Patient Inmates requires Non-Routine Medical Care, Contractor shall notify the DSH Contract Manager or designee immediately in writing and by phone for pre-approval. For such patients, the DSH further reserves the right to either admit them to a state hospital for treatment or require Contractor to provide Non-Routine Medical Care. In the event the DSH directs Contractor to provide Non-Routine Medical Care, the DSH shall either direct Contractor to instruct the facility providing care to invoice the committing county, or to invoice the DSH directly for the full cost of care provided, by sending the invoice to the attention of the DSH Contract Manager. Should the DSH elect to require Contractor to provide the Non-Routine Medical Care, Contractor shall ensure that the Patient Inmate is provided care at a facility designated by the DSH Contract Manager, in accordance with the preferences of the committing county.

Attachment: JBCT Contract 2018-2021 Dept. of State Hospitals and Mariposa County (RES-2021-537 : JBCT Services Agreement with the

v. In the event of an emergency, Contractor shall proceed immediately with necessary medical treatment. In the event of such an emergency, the DSH shall either direct Contractor to instruct the facility providing care to invoice the committing county, or to invoice the DSH directly for the full cost of care provided, by sending the invoice to the attention of the DSH Contract Manager. In such an event, Contractor shall notify the DSH immediately regarding the nature of the illness or injury as well as the types of treatment provided. Contractor shall make reasonable efforts to ensure that Patient Inmates are treated at facilities preferred by the committing county, or otherwise that once a patient is stable enough for transfer, is transferred to such a facility.

H. For all Routine and Non-Routine Medical Care, Contractor shall be responsible for the security and transportation, including emergency transportation. Contractor agrees that all such costs are included in the per diem rate charged to the DSH.

I. Upon Restoration of Competency:
Contractor shall resume sole responsibility for and all costs associated with continued mental health care, crisis intervention, ongoing counseling and care, and the prescription of psychotropic medications for Patient Inmates restored to competence and transferred from the JBCT program.

J. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations, and licenses necessary to accomplish the work specified in this Agreement, and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s), permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Agreement with cause.

K. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of the Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.

L. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, rules, and regulations made pursuant to said Federal, State, and local laws which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then Contractor shall immediately notify the state in writing.

M. Unless otherwise specified, this Agreement may be canceled at any time by Contractor, in writing, with 50 days advance notice. The DSH may terminate the Agreement pursuant to section 7 of Exhibit C if Contractor or its subcontractors fails to comply with a federal, state, or local law and the noncompliance, based on the facts and circumstances, would constitute a material breach of this Agreement under California law.

8. DSH RESPONSIBILITIES:

A. The DSH shall coordinate with the state hospitals to address issues related to admissions to the JBCT program and transfers from the JBCT program to the state hospitals. The order of admission to a state hospital shall be made pursuant to CCR, Title 9, sections 4700, et seq.

B. The DSH may monitor Contractor's clinical treatment services through onsite visits. Contractor understands and agrees that it may be subject to at least four onsite visits per year.

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C. Rights of the DSH to Perform Quality Assurance and Financial Audits/Reviews

i. The DSH may routinely evaluate the work performance of Contractor, Contractor's personnel, subcontractors, or other parties associated with Contractor to determine if the DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing services as required by the Agreement, then that party shall not perform services for the DSH.

ii. The DSH may monitor and evaluate services provided in fulfillment of the requirements of this Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the DSH Contract Manager. The DSH retains sole and absolute discretion in determining any such evaluation schedule.

iii. Inspections may be conducted by the DSH staff at various times during the Agreement term to check on the quality of work. Payment shall not be provided for services deemed unacceptable by the DSH Contract Manager and/or their designee.

iv. The DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. The DSH may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations.

v. If, as a result of an audit and examination, the DSH is informed of underpayments or overpayments, the DSH shall notify Contractor of the need for payment or reimbursement. Upon receipt of a final audit report, Contractor has 30 days to reimburse any overpayment or to dispute or challenge the report. Contractor and the DSH shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.

vi. The DSH shall submit its findings to Contractor and establish a deadline for correcting any deficiencies in fulfilling the obligations set forth in this section. Failure by Contractor to timely correct deficiencies shall be reason for termination of services under this Agreement.

9. PERFORMANCE MEASURES:

A. Complete and Timely Provision of Services

i. Expectations: Contractor is expected to provide all services, including any and all required reports, in a timely manner—in accordance with timelines established in this Scope of Work.
ii. Penalties: Should Contractor not provide all services, including any and all required reports in a timely manner, the DSH may choose to terminate this Agreement. Additionally, the DSH may find Contractor to be not responsible in provision of services and evaluate this in future contracting opportunities.

10. AMENDMENTS:

A. The parties reserve the right to amend this Agreement by extending its term for one additional term of up to two years, and to add funding sufficient for these periods at negotiated rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

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EXHIBIT A-1
PROGRAM ELEMENTS

1. PROGRAM ELEMENTS

A. Contractor shall coordinate with the committing court to ensure all required documents listed under Penal Code section 1370, subdivision (a)(3) are provided by the court for all Patient Inmates upon admission.

B. Psychological Assessment Protocol

i. Contractor shall administer a battery of individualized psychological assessments and testing upon admission. Standardized and semi-structure psychological tests shall be utilized to complete a preliminary assessment of the Patient Inmate's current functioning, likelihood of malingering, and current competency to stand trial. Impediments to trial competency will be ascertained through the use of preliminary assessment instruments, including but not limited to:
1) Clinical Interview. The Mental Health Clinician shall obtain information pertaining to the Patient Inmate's psychosocial, psychiatric, legal history and barriers to competency. *The Mental Status Exam (MSE)* shall also be included in the interview;
2) Assessment of Malingering (as clinically indicated). *Miller Forensic Assessment of Symptoms (M-FAST);*
3) Assessment of Trial Competence. *Evaluation of Competency to Stand Trial-Revised (ECST-R), the MacArthur Competence Assessment for Standing Trial for Defendants with Mental Retardation (CAST-MR); and*
4) Severity of Psychiatric Symptoms. *Brief Psychiatric Rating Scale (BPRS).*

ii. Contractor shall complete additional malingering-specific tests, integrating additional observable data reported by various disciplines on a 24/7 basis if preliminary assessment suggests the presence of malingering. If the screening instruments conducted during the preliminary assessment raise suspicion that the primary barrier to trial competency is malingering, the following may also be utilized, including but not limited to:
1) *Structured Interview of Reported Symptoms- Second Edition (SIRS2)*;
2) *Test of Memory Malingering (TOMM)*;
3) *Georgia Atypical Presentation (GAP)*;
4) *Structured Inventory of Malingered Symptomatology (SIMS); or*
5) *Inventory of Legal Knowledge (ILK).*

iii. Contractor may administer further cognitive functioning tests based on the specific cognitive deficit identified during the preliminary assessment. If the screening instruments conducted during the preliminary assessment raise suspicion that the primary barrier to trial competency is cognitive deficits, the following may also be utilized, including but not limited to:
1) *Repeatable Battery for the Assessment of Neuropsychological Status (RBANS)*;
2) *Wide Range Achievement Test 4 (WRAT4);* or
3) *Montreal Cognitive Assessment (MoCA).*

iv. Contractor may administer additional instruments assessing personality and neuropsychiatric symptoms to complete further assessment of psychological functioning, including but not limited to:
1) *Personality Assessment Inventory (PAI)* psychological functioning; or
2) *Minnesota Multiphasic Personality Inventory-2 (MMPI-2).*

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v. Contractor shall conduct follow up assessments of the Patient Inmate's current competency to stand trial at 30-day intervals or more frequently as needed using any of the following, including but not limited to:
   1) *Evaluation of Competency to Stand Trial-Revised (ECST-R);*
   2) *Revised Competency Assessment Instrument (R-CAI);*
   3) *MacArthur Competency Assessment Tool – Criminal Adjudication (MacCAT-CA);* or
   4) *Competence Assessment for Standing Trial for Defendants with Mental Retardation (CAST-MR).*

vi. The assessment shall ascertain if trial competence is likely and medical issues would not pose a barrier to treatment. If bio-psychosocial issues contraindicate fast-track jail treatment, Contractor shall refer the Patient Inmate to a state hospital for treatment.
   1) At the discretion of the DSH Contract Manager, and if requested in writing, Contractor shall review and agree upon new Patient Inmates being forwarded for admission and/or retention into the JBCT program, which may contraindicate fast-track jail treatment.

C. Individualized Treatment Program

i. Contractor shall identify specific deficits that result in incompetence to stand trial upon admission. Each deficit will be listed on the individualized treatment plan and will be targeted in the Patient Inmate's treatment. Contractor shall use current standardized competency assessment tools, such as the MacArthur Competency Assessment Tool, after considering the totality of clinical and forensic circumstances.

ii. Contractor shall provide an individualized restoration program according to the treatment approach subscribed to by the individual treatment teams and indicated by the Patient Inmate's psychiatric condition, level of functioning, and legal context.

iii. Contractor shall tailor individualized treatment regimens to the Patient Inmate's specific barrier(s) to trial competency. Deficits identified in the competency assessment upon admission to the JBCT program shall be listed in the individual treatment plan and addressed by specific treatment interventions.

iv. Contractor shall conduct case conferences weekly or as needed to re-assess Patient Inmates' progress toward restoration of competence to allow the treatment teams to measure whether their treatment interventions are working, and whether additional treatment elements need to be incorporated into Patient Inmates' treatment plans.

D. Multi-modal, Experiential Competency Restoration Educational Experience and Components

i. Contractor shall provide educational materials presented in multiple learning formats by multiple staff to each Patient Inmate, e.g., a simple lecture format may be replaced with learning experiences involving discussion, reading, video, and experiential methods of instruction, such as role-playing or mock trial.

ii. Contractor shall address the following elements in the education modalities of the competency restoration program, including but not limited to:
   1) Criminal charges;
   2) Severity of charges, namely Felony vs. Misdemeanor;
   3) Sentencing;

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4) Pleas including, Guilty, Not Guilty, Nolo Contender and Not Guilty by Reason of Insanity;
5) Plea bargaining;
6) Roles of the courtroom personnel;
7) Adversarial nature of trial process;
8) Evaluating evidence;
9) Court room behavior;
10) Assisting counsel in conducting a defense;
11) Probation and Parole; and
12) Individualized instruction as needed.

iii. Contractor shall provide additional learning experience through increased lecture time, as well as individual instruction to Patient Inmates who are incompetent due to specific knowledge deficits caused by low intelligence, but who may be restored to competence with additional exposure to the educational material.

E. Medication Administration and Consent

i. Contractor shall obtain proper authorization (e.g., informed consent for treatment, medication issues) from the Patient Inmates as soon as possible in accordance with professional standards of care and court practices.

ii. Contractor shall provide strategies to promote and incentivize voluntary psychotropic medication compliance.

iii. If involuntary psychotropic medication is not ordered by the court at time of commitment of a Patient Inmate to the JBCT program and the treating psychiatrist determines that psychotropic medication has become medically necessary and appropriate, Contractor shall request that the court make an order for the administration of involuntary psychotropic medication.

iv. Contractor shall administer involuntary psychotropic medication when medically necessary and appropriate upon the issuance of the court order.

F. Suicide Prevention/Adverse Events

Contractor shall develop a suicide prevention program and assessment procedures that shall include an adverse sentinel event review process. Contractor shall submit written suicide prevention procedures to the DSH Contract Manager for approval prior to activation of the JBCT program and annually thereafter.

G. Data Deliverables

i. The DSH shall provide a standardized data collection template. Contractor shall complete and submit this data collection to the DSH on a weekly basis with a deadline to be determined by the DSH. The template includes, but is not limited to, the following data elements:

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Term	Definition
Patient Name:	Last and First name of patient
Case Number:	Court assigned case number for each individual court case. It can typically include letters and numbers.
Booking Number:	Number that County Jail issues to an individual (per Forensics)
Gender:	Male or Female
Date of Birth:	Birthdate, Age can be determined using this date
Ethnicity:	Type of social group that has a common national or cultural tradition. *Caucasian/White, African American/Black, American Indian/Alaska Native, Asian, Native Hawaiian/Other Pacific Islander, Hispanic, Other*
Language Spoken:	Type of language spoken
Interpretive Services Utilized (YES/NO):	Was Interpretive services utilized? Yes or No
Referring County:	County of referral and/or commitment
Commitment Date:	Date of Commitment
Packet Received Date:	Date Packet Received (including incomplete required documents)
Packet Completed Date:	Date Packet completed (including all completed required documents)
Reason for Ongoing Pending Status:	Provide a detail reason why the delay of admission
Screening Evaluation Completed Date:	Date Screening Evaluation was completed
Screening Outcome:	Outcome results of patient screened. Accepted or Rejected
Reason for Screening Rejection:	Detail regarding reason for screening rejection. Bypassed/Triaged, Non-Roc, Medication, Substance-Related, Higher Level-of-Care, Other.
Admission Date:	Date of Admission
Involuntary Medication Order (YES/NO):	Is there a current court ordered IMO in place? Yes or No
IMO Effective Date:	Date IMO was effective on, this is the same as their 1370 commitment date
Medication Adherence:	Whether patients take their medications as prescribed. Fully Adherent, Intermittently Adherent, Refusing. (If applicable to program)
Did I/P Receive Invol Meds (YES/NO):	Was involuntary medication administered to patient? Yes or No
Date Invol Meds Initiated:	Date of involuntary medication administered
Disposition of Discharge/Transfer :	Final determination of patients status. Restored or DSH
Reason for Discharge/Transfer:	Detail regarding reason for patients discharge or transfer.
Date Referred to DSH for Transfer:	Date Referred to DSH for Transfer
Discharge/Transfer Date:	Date of Discharge and or Date of Transfer
Discharge/Transfer Location:	Location where patient will be discharged to. Jail, Atascadero SH, Coalinga SH, Metropolitan SH, Napa SH, Patton SH, Other: Must update Notes with Specific location.
Reason for delayed Discharge:	Provide a detail reason why the delay of discharge.
Date ROC Certificate Submitted to Court:	Date that ROC Certificate was submitted to Court
Primary Diagnosis at Admission:	Patients primary Diagnosis at time of Admission
Diagnosis at Discharge:	Patients primary Diagnosis at time of Discharge
Diagnosis of Malingering? (YES/NO):	Did the patient have a Malingering Diagnosis at any point during their stay in JBCT? Yes or No

ii. Contractor shall submit daily census reports to the DSH upon the first Patient Inmate admission, unless otherwise requested by the DSH.

iii. Contractor shall submit a summary performance report within 30 days of the end of the contract term, to include but not be limited to, the information stated above and:
1) The total number of individuals restored to competency;

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2) The average number of days between program admission and discharge;
3) The total cost of the program by budget category: personnel, operating expenses, administrative expense, custody and housing, and other direct operating costs as well as overall cost per Patient Inmate treated and the costs for those found to be malingering;
4) The cost per cycle of treatment;
5) A description of all implementation challenges; and
6) Special incident reports and notification to the DSH of emergencies.

H. Reporting Requirements
   i. Contractor shall submit a written report to the court, the community program director of the county or region of commitment, and the DSH Contract Manager concerning the Patient Inmate's progress toward recovery of mental competence within 90 days of a commitment. The report shall include a description of any antipsychotic medication administered to the Patient Inmate and its effects and side effects, including effects on the Patient Inmate's appearance or behavior that would affect the Patient Inmate's ability to understand the nature of the criminal proceedings or to assist counsel in the conduct of a defense in a reasonable manner.
   ii. Contractor shall verbally report any escape within 24 hours to the court that made the commitment, the prosecutor in the case, the Department of Justice, and the DSH Contract Manager, with a written report to follow within five business days.
   iii. Contractor shall file a certificate of restoration with the court that made the commitment when the Program Director or their designee determines that the Patient Inmate has regained trial competence.

2. TREATMENT PROTOCOL

A. JBCT is an intensive treatment program that quickly facilitates competency through a combination of legal education and individual therapy.

B. Contractor shall focus on providing individualized treatment to Patient Inmates. In the event Contractor has two or more Patient Inmates admitted in the JBCT program, group therapy shall be utilized when appropriate. Group content should include one of the four group treatment domains: *competency education, understanding and management of mental illness, physical exercise, and mental/social stimulation.* Many group topics can be assimilated into the groupings, e.g., mock trial, music-based competency treatment, etc.

C. Contractor shall provide individual sessions per day to each Patient Inmate. Individual sessions may be used to check-in with Patient Inmates and/or discuss key legal elements of the individual's case that may be too sensitive for group discussion. Specific competency issues can best be addressed individually, e.g., a Patient Inmate understands court proceedings but struggles to apply the knowledge to their individual case.

D. Contractor's psychiatrist shall see each Patient Inmate weekly. A psychiatric assessment is a component of the admission process, and more frequent appointments shall be available as needed.

E. Together on a weekly basis, the multi-disciplinary treatment team shall review:
   i. Progress of all Patient Inmates admitted within 30 days,
   ii. At subsequent 14-day intervals thereafter, and
   iii. When a Patient Inmate is under consideration for discharge. The multi-disciplinary treatment team shall be responsible for providing the committing court progress reports pursuant to Penal Code section 1370 subdivision (b)(1).

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3. SAMPLE JAIL-BASED COMPETENCY TREATMENT SCHEDULE

	Monday	*Tuesday*	*Wednesday*	*Thursday*	*Friday*
		Staff Member 1: Law Class	**Staff Member 2:** Law Class	**Staff Member 1:** Law Class	**Staff Member 2:** Law Class
		Staff Member 1: Individual Therapy	**Staff Member 2:** Individual Therapy	**Staff Member 1:** Individual Therapy	**Staff Member 2:** Individual Therapy

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4. SAMPLE PROPOSED JAIL-BASED COMPETENCY TREATMENT STAFFING MODEL:

Number of Patients	1 to 2 Patients per Month
Treatment Team Staffing*	Social Worker Supervisor II, LMFT – 0.1 Psychiatrist – contracted per hour Psychologist – contracted per evaluation Mental Health Clinician – 0.2 Physician Assistant – 0.2
Administrative Staff*	Senior Office Assistant – 0.1 Staff Services Analyst – 0.1 Accountant II – 0.1 Senior Administrative Analyst – 0.1
Custodial Staff*	Deputy – 2.0
**Number of positions reflect full-time equivalent (FTE) values.*	

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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

A. Invoices shall be submitted not more frequently than monthly in arrears.

B. For services satisfactorily rendered, upon the first Patient Inmate admission and upon receipt and approval of invoices submitted as described herein, the DSH agrees to compensate Contractor in accordance with the rates specified in section 5, Budget Detail.

C. Contractor shall submit invoices for any and all initial program implementation costs associated with and pertaining to the items in Exhibit A. Scope of Work, Section 5, "Program Implementation Funds" within 12 months from the contract start date. The total initial program implementation costs invoiced shall not exceed **$15,700.00.**

D. The DSH is not responsible for services performed by Contractor outside of this agreement, or for services performed other than as outlined in Exhibit A, Scope of Work and Exhibit A-1, Program Elements.

E. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.

2. INSTRUCTIONS TO CONTRACTOR:

A. To expedite the processing of invoices submitted to the DSH for payment, all invoice(s) shall be submitted to the DSH for review and approval at either:

Department of State Hospitals
Attention: Accounting Office
1600 Ninth Street, Room 141
Sacramento, CA 95814

OR
DSHSAC.AccountsPayable@dsh.ca.gov

B. Contractor shall submit one original and three copies of each invoice, unless emailed.

C. Contractor shall type, not handwrite, each invoice on company letterhead. The DSH may provide an invoice template, if requested, which may be used in lieu of company letterhead.

D. Contractor shall clearly note Contractor's name and address on each invoice. The name on the invoice must match the Payee Data Record (Std. 204) and the name listed on this Agreement.

E. Contractor shall list and itemize in accordance with the Budget Detail, all services or deliverables provided on each invoice.

F. Contractor shall include the following on each submitted invoice:

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i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated.
ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213).
iii. Small Business certification number, if applicable.
iv. Professional license number, if applicable.
v. Invoice total.

3. BUDGET CONTINGENCY CLAUSE:

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any Fiscal Year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

C. If this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the Fiscal Year(s) following that during which this Agreement was executed, the State may exercise its option to cancel this Agreement.

D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

4. PROMPT PAYMENT CLAUSE:

A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

5. BUDGET DETAIL:

Mariposa County JBCT Cost Estimate		
Mariposa JBCT	**Daily Rate**	**Annual Cost**
Fixed Cost		
Medical/Psychiatric Services	$-	**$51,000**
Competency Services	$-	**$41,700**
Administrative Support	$-	**$33,900**
Variable Cost - paid as patients are served		
Housing & Security - Daily Rate	$169	**$-**
Medications - Daily Rate	$13	**$-**

A. The maximum amount of this Agreement shall not exceed **$852,358.00.**

B. Upon contract execution as well as receipt and approval of the submitted invoices, the DSH shall compensate Contractor for program implementation costs that shall not exceed **$15,700.00.**

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C. At the sole discretion of the DSH and for the purposes of accounting, the DSH may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the contract price for the services actually rendered.

D. Contractor must submit all invoices within a reasonable time but, no later than 12 months from the date that services were provided. If Contractor fails to provide invoices within 12 months of the date services are rendered, the DSH may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.

E. Contractor shall not be reimbursed for any travel-related expenses. All travel shall be at the expense of Contractor.

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EXHIBIT B-1
SAMPLE INVOICE

[Insert Contractor's Department company logo/address]

INVOICE

DATE	INVOICE #

Department of State Hospitals
Attn: Accounting Office
1600 9th Street, Room 141
Sacramento, CA 95814

PERIOD OF SERVICE	AGREEMENT #
[insert date range of month being invoiced]	

Medical/Psychiatric Services Fixed Cost for [insert month being invoiced]	Competency Services Fixed Cost for [insert month being invoiced]	Administrative Support Fixed Cost for [insert month being invoiced]
$4,250.00	**$3,475.00**	**$2,825.00**

Housing & Security Costs						
Daily Rate		Number of Patients Treated		Days in Treatment		Total for [insert month being invoiced]
$169.00	**X**	[Insert total number of patients treated in the month being invoiced]	**X**	[Insert actual number of days in treatment for the month being invoiced]	**=**	**$**_____
Medication Costs						
Daily Rate		Number of Patients Treated		Days in Treatment		Total for [insert month being invoiced]
$13.00	**X**	[Insert total number of patients in the month being invoiced]	**X**	[Insert actual number of days in treatment for the month being invoiced]	**=**	**$**_____

Invoice Total for [insert month being invoiced]:	**$**_____

PLEASE MAKE REMITTANCE PAYABLE TO:
[Insert Contractor's Department billing contact/address]

Prepared By: [Signature here]_____
[Insert name/title here]

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EXHIBIT C
GENERAL TERMS AND CONDITIONS

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

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

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

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

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

5. ***INDEMNIFICATION: In the event the State Department of State Hospitals and a county jail treatment facility are determined to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under such a contract, each shall indemnify the other to the extent of its comparative fault.***

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

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

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

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

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully 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, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

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

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

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

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

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a. The Government Code Chapter on Antitrust claims contains the following definitions:
   1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
   2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

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

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

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

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

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

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

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

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

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19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

    a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

    b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

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EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. SUBCONTRACTS:

A. Except for subcontracts identified in accordance with the solicitation, Contractor shall submit any subcontracts in connection with this Agreement to the DSH for its prior written approval. No work shall be subcontracted without the prior written approval of the DSH. Upon the termination of any subcontract, the DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.

B. Nothing contained in this Agreement shall create any contractual relationship between the DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor is fully responsible to the DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them. Contractor agrees to indemnify and hold the DSH harmless for any costs, losses or claims, including reasonable attorney fees, resulting from its subcontractors.

2. PUBLICATIONS AND REPORTS:

A. The DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. The DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.

B. If the publication and/or report are prepared by non-employees of the DSH, and the total cost for such preparation exceeds $5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code section 7550).

3. PROGRESS REPORTS:

A. If progress reports are required by the Agreement, Contractor shall provide a progress report in writing, or orally if approved by the DSH Contract Manager, at least once a month to the DSH Contract Manager. This progress report shall include, but not be limited to; a statement that the Contractor is or is not on schedule, any pertinent reports, and any interim findings if applicable. Contractor shall cooperate with and shall be available to meet with the DSH to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

4. PRESENTATION:

A. Upon request, Contractor shall meet with the DSH to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement.

5. DEPARTMENT OF STATE HOSPITALS STAFF:

A. The DSH's staff shall be permitted to work side-by-side with Contractor's staff to the extent and under conditions as directed by the DSH Contract Manager. In this connection, the DSH's staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.

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6. CONFIDENTIALITY OF DATA AND DOCUMENTS:

A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the DSH Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code sections 6250 et seq.).

B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.

C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or the DSH's actions on the same, except to the DSH's staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law.

D. If requested by the DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the DSH and shall supply the DSH with evidence thereof.

E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.

F. After any data or documents submitted has become a part of the public records of the DSH, Contractor may at its own expense and upon written approval by the DSH Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of State Hospitals (Department), but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

7. PROVISIONS RELATING TO DATA:

A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

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B. "Generated data" is that data, which Contractor has collected, collated, recorded, deduced, read out, or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by Contractor in the performance of this Agreement at the expense of the DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.

C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to the DSH. Such data shall be property of the State of California and the DSH.

D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the DSH of any such contemplated action; and the DSH may within 30 days of said notification determine whether or not this data shall be further preserved. The DSH shall pay the expense of further preserving this data. The DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.

E. Contractor shall use best efforts to furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.

F. All financial, statistical, personal, technical and other data and information relating to the DSH's operation, which are designated confidential by the State or the DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.

G. If the DSH determines that the data and information are inadequately protected by Contractor or its subcontractors, the DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to the DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

8. APPROVAL OF PRODUCT:

A. Each product to be approved under this Agreement shall be approved by the Contract Manager. The DSH's determination as to satisfactory work shall be final, absent fraud or mistake.

9. SUBSTITUTIONS:

A. Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.

10. NOTICE:

A. Notice to either party shall be given by first class mail, by Federal Express, United Parcel Service or similar carrier, properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

11. WAIVER:

A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

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12. GRATUITIES AND CONTINGENCY FEES:

A. Contractor shall not provide gratuities to any officer or employee of the DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. The DSH, by written notice to Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by Contractor or any agent or representative of the Contractor to any officer or employee of the State or the DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.

B. In the event this Agreement is terminated as provided in the paragraph above, the DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by Contractor in providing any such gratuities to any such officer or employee.

C. The rights and remedies of the DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

13. INTEGRATION CLAUSE:

A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

14. CAPTIONS:

A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

15. PUBLIC HEARINGS:

A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in Contractor's proposed budget. The DSH shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by the DSH.

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16. FORCE MAJEURE:

A. Neither the DSH nor Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State, or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes, or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

17. LITIGATION:

A. The DSH, promptly after receiving notice thereof, shall notify Contractor in writing of the commencement of any claim, suit, or action against the DSH or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the DSH to give such notice, information, authorization or assistance shall not relieve Contractor of its indemnification obligations. Contractor shall immediately notify the DSH of any claim or action against it which affects, or may affect, this Agreement, the terms or conditions hereunder, the DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the DSH.

B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

18. DISPUTES:

A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement.

19. EVALUATION OF CONTRACTOR'S PERFORMANCE:

A. The DSH shall evaluate Contractor's performance under this Agreement using standardized evaluation forms which shall be made available to every state agency pursuant to Public Contracts Code section 10367.

20. AUDITS, INSPECTION AND ENFORCEMENT:

A. Contractor agrees to allow the DSH to inspect its facilities and systems, and make available for review its books and records to enable the DSH to monitor compliance with the terms of this Agreement and audit invoices submitted to the DSH.

B. Contractor shall promptly remedy any violation of any provision of this Agreement to the satisfaction of the DSH.

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C. The fact that the DSH inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, books and records does not relieve Contractor of its responsibility to independently monitor its compliance with this Agreement.

D. The DSH's failure to detect or the DSH's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the DSH's enforcement rights under the Agreement.

21. USE OF STATE FUNDS:

A. Contractor, including its officers and members, shall not use funds received from the DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:

i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,

ii. Lobbying for either the passage or defeat of any legislation.

B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

22. CANCELLATION PROVISIONS:

A. Unless otherwise specified, this Agreement may be canceled at any time by the DSH, in writing, with thirty (30) days advance notice. If canceled, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of cancellation and only at the rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs, at the rates set forth in Exhibit B, incurred prior to the date of cancellation or termination. The DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of cancellation.

B. If the DSH determines that Contractor has breached a material term of the Agreement and has not cured the breach or ended the violation within the time specified by the DSH, the DSH may terminate the contract by providing notice to Contractor. The DSH Information Security Officer shall report as required HIPAA violations to the Secretary of the U.S. Department of Health and Human Services.

C. Failure to comply with section 1 or 6 of this Exhibit, or a violation of section 12 of this Exhibit, shall be deemed a material breach of this Agreement.

23. EMPLOYMENT PROVISIONS:

A. Contractor acknowledges and agrees that neither Contractor, their personnel, subcontractors, nor other service providers through this Agreement are employees of the DSH. Contractor and its independent contractors shall be solely responsible for:

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i. Paying any and all payroll taxes, including, but not limited to Social Security and Medicare taxes,

ii. Federal or state income tax withholding,

iii. Providing unemployment insurance and workers compensation insurance, and

iv. Paying compensation to its employees in accordance with federal and state labor laws, including overtime pay unless otherwise specified in this Agreement, as well as penalties that may be imposed for failure to comply with these laws. Contractor agrees to indemnify and hold harmless the DSH for any damages, losses, expenses, including reasonable attorney fees, in connection with its failure to pay salary or overtime, or provide benefits, including, but not limited to health care benefits or retirement benefits, to its employees, or its failure to provide to comply with federal or state labor laws.

24. LIABILITY FOR LOSS AND DAMAGES:

A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to the DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of the DSH at Contractor's expense. The DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

25. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

A. The DSH reserves the right to conduct fingerprinting, drug testing, and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor, their personnel, subcontractors, and other service providers through this Agreement access to State premises. The DSH further reserves the right to terminate this Agreement should a threat to security be determined.

B. At the sole discretion of the DSH, and in accordance with each facility's Infection Control Policy, the Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement providing services may be required to provide the DSH with Tuberculin (TB) test results. These test results shall indicate completion of the two-step TB testing process using the Mantoux method. The first step is a tuberculin skin test (TST) completed within the last 12 months prior to the date the tested person is to provide services to a DSH facility. The second step is a TST which must be completed within the 30 days prior to the date the tested person is to provide services to a DSH facility, unless otherwise specified.

C. If both of the documented results of the TST provided ≤ 0-9/mm of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is ≥ 10/mm of induration, then they shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.

D. The DSH reserves the right, in its sole and absolute discretion, to take measures to minimize the transmission of influenza. Contractor, their personnel, subcontractors, and other service providers through this Agreement may be required to either a) show written proof that they have received an influenza vaccine, or b) complete an Influenza Declination Form, which will be provided upon request. In addition, all non-vaccinated providers may be required to wear a mask. In its sole and absolute discretion, DSH may elect to provide free influenza vaccines to Contractor, their personnel, subcontractors, and other service providers through this Agreement.

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26. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:

A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if the Contractor has a financial interest with that health care provider or health-related facility.

B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of the DSH. Contractor shall disclose, in writing, as well as on a continuous basis, to the DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

27. AMENDMENTS:

A. If this Agreement was entered into pursuant to any statute expressly requiring that such agreements be let or awarded on the basis of competitive bids, then the parties may amend this Agreement for time or money at the same rates, in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

B. For all other agreements the parties reserve the right to amend this Agreement as mutually agreed upon. This is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

28. AGREEMENTS FOR SERVICES ON PRISON GROUNDS:

A. Contractor hereby acknowledges that the California Department of Corrections and Rehabilitation (CDCR) does not recognize hostages for bargaining purposes. The CDCR has a “NO HOSTAGE” policy and agrees that its employees may be apprised of this when performing work in or at a CDCR institution. The three DSH psychiatric programs are located within CDCR prison grounds. Contractor shall provide notice to and inform each of its officers, employees, agents, independent contractors, vendors and subcontractors of the CDCR’s NO HOSTAGE policy and that Contractor, its officers, employees, independent contractors, vendors and subcontractors assume the risk that a hostage situation may arise while at a CDCR institution and the implications of the CDCR’s NO HOSTAGE policy should that situation arise.

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EXHIBIT E
CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

1. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS:

A. Contractor shall comply with applicable laws and regulations, including but not limited to Welfare and Institutions Code sections 14100.2 and 5328 et seq., Civil Code section 56 et seq. of the, the Confidentiality of Medical Information Act, Civil Code section 1798 et seq., the Information Practices Act of 1977, Health and Safety Code section 123100 et seq., Patient Access to Health Records Act, Title 42, Code of Federal Regulations (C.F.R.) part 431.300 et seq., and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to part 1320 d et seq., of Title 42, United States Code and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations, parts 160, 162 and 164 (2013)) ("HIPAA regulations") regarding the confidentiality and security of protected health information (PHI). The following provisions of this Exhibit E, set forth some of the requirements of these statutes and regulations. Exhibit E should not be considered an exclusive list of the requirements. Contractor is required to fulfill the requirements of these statutes and regulations by independently researching and obtaining legal advice on these requirements as they may be amended from time to time.

2. DEFINITIONS:

A. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, PHI, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific Definitions

i. Contractor. Contractor shall generally have the same meaning as the term "business associate" at 45 Code of Federal Regulation, part 160.103 (2013).

ii. HIPAA Rules. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulation, part 160 and Part 164 (2013).

iii. Agreement. Agreement shall be the agreement referenced by the Agreement number set forth on this page's heading.

iv. Personal Information. Personal Information shall have the same meaning as defined in Civil Code section 1798.3, subdivision (c).

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:

A. Contractor agrees to:

i. not use or disclose PHI other than as permitted or required by the Agreement or as required by law,

ii. use appropriate safeguards, and comply with Subpart C of 45 Code of Federal Regulation, part 164 (2013) with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement,

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iii. report to the DSH any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 Code of Federal Regulations, part 164.410 (2013), and any security incident of which it becomes aware,

iv. in accordance with 45 Code of Federal Regulations, part 164.502(e)(1)(ii) and part 164.308(b)(2) (2013), if applicable ensure that any agents and subcontractors that create, receive, maintain, or transmit PHI on behalf of the Contractor enter into a written agreement with the Contractor agreeing to be bound to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information,

v. make available PHI in a designated record set to the DSH as necessary to satisfy covered entity's obligations under 45 Code of Federal Regulations, part 164.524 (2013) and California Health & Safety Code section 123100,

vi. make any amendment(s) to PHI in a designated record set as directed or agreed to by the covered entity pursuant to 45 Code of Federal Regulations, part 164.526 (2013), or take other measures as necessary to satisfy the covered entity's obligations under 45 Code of Federal Regulations, part 164.526 (2013),

vii. maintain and make available the information required to provide an accounting of disclosures to the DSH as necessary to satisfy covered entity's obligations under 45 Code of Federal Regulations, part 164.528 (2013),

viii. to the extent Contractor is to carry out one or more of the DSH's obligation(s) under Subpart E of 45 Code of Federal Regulations, part 164 (2013), comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s) and

ix. make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA regulations.

4. PERMITTED USES AND DISCLOSURES OF PHI BY CONTRACTOR:

A. Except as otherwise provided in this Agreement, Contractor, may use or disclose PHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.

B. Contractor may not use or disclose the PHI except as provided and permitted or required by the Agreement or required by law.

C. Contractor agrees to make uses and disclosures and requests for PHI consistent with the DSH's minimum necessary policies and procedures.

D. Contractor may use and disclose PHI for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, provided that such uses and disclosures are required by law.

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E. Contractor may use PHI to provide data aggregation services related to the health care operations of the DSH. Data aggregation means the combining of PHI created or received by Contractor for the purposes of this Agreement with PHI received by Contractor in its capacity as Contractor of another HIPAA covered entity, to permit data analyses that relate to the health care operations of the DSH.

5. SAFEGUARDS:

A. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities.

The information privacy and security program shall reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PHI other than as provided for by this Agreement. Contractor shall provide the DSH with information concerning such safeguards as the DSH may reasonably request from time to time.

B. Contractor shall implement administrative, technical, and physical safeguards to ensure the security of the DSH information on portable electronic media (e.g., floppy disks and CD-ROM) and in paper files. Administrative safeguards to be implemented shall include, but are not limited to training, instructions to employees, and policies and procedures regarding the HIPAA Privacy Rule. Technical safeguards to be implemented must comply with the HIPAA Security Rule and Subpart C of part 164 of the HIPAA regulations with respect to electronic PHI, and shall include, but are not limited to, role-based access, computer passwords, timing out of screens, storing laptop computers in a secure location (never leaving the equipment unattended at workplace, home or in a vehicle) and encryption. Physical safeguards to be implemented shall include, but are not limited to, locks on file cabinets, door locks, partitions, shredders, and confidential destruct.

6. AUTHENTICATION:

A. Contractor shall implement appropriate authentication methods to ensure information system access to confidential, personal (e.g., PHI) or sensitive data is only granted to properly authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-68 and the SANS Institute Password Protection Policy.

i. Contractor shall implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:

(1) network-based firewall and/or personal firewall,

(2) continuously updated anti-virus software and

(3) patch-management process including installation of all operating system/software vendor security patches.

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ii. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices (including, but not limited to, laptop computers, smart phones, and PDAs) with a solution that uses proven industry standard algorithms.

iii. Prior to disposal, sanitize all DSH confidential data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88.

iv. Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.

7. MITIGATION OF HARMFUL EFFECTS:

A. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PHI by Contractor or its subcontractors in violation of the requirements of this Agreement.

8. NOTIFICATION OF BREACH:

A. During the term of this Agreement, Contractor shall report to the DSH any use or disclosure of information not provided for by its contract of which it became aware including breaches of unsecured PHI as required by Section 164.410 of the HIPAA regulations.

9. DISCOVERY OF BREACH:

A. Contractor shall immediately notify the DSH Information Security Officer by telephone call and e-mail upon the discovery of breach of security of PHI in all forms (paper, electronic, or oral) if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement, or potential loss of confidential data affecting this Agreement. If the incident occurs after business hours or on a weekend or holiday and involves PHI, notification shall be provided by calling the DSH Information Security Officer. Contractor shall take:

i. prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and

ii. any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

10. INVESTIGATION OF BREACH:

A. Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. Within 8 hours of discovery (of the breach), Contractor shall notify the DSH Information Security Officer of at least the following:

i. what data elements were involved and the extent of the data involved in the breach,

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ii. a description of the unauthorized person(s) known or reasonably believed to have improperly acquired, accessed, used, transmitted, sent or disclosed PHI or confidential data,

iii. a description of where and when the PHI or confidential data is believed to have been improperly acquired, accessed, used, transmitted, sent or disclosed,

iv. a description of the probable causes of the improper acquisition, access, use, transmission, sending or disclosure and

v. whether Civil Code sections 1798.29 (Agency) or 1798.82 (Business) or any other federal or state laws requiring individual notifications of breaches are required.

11. WRITTEN REPORT:

A. Contractor shall provide a written report of the investigation to the DSH Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, an estimation of cost for remediation, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

12. NOTIFICATION OF INDIVIDUALS:

A. Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. Notification shall be made in the most expedient time possible without reasonable delay. The DSH Information Security Officer shall approve the time, manner and content of any such notifications.

13. DSH CONTACT INFORMATION:

A. Contractor shall direct communications to the DSH Information Security Officer and Contractor shall initiate contact as indicated herein. The DSH reserves the right to make changes to the contact information below by giving written notice to Contractor. Said changes shall not require an amendment to this Agreement to which it is incorporated.

Information Security Officer
Department of State Hospitals – Sacramento
1600 9th Street, Room 260
Sacramento, CA 95814
Phone: (916) 654-5432
E-mail: ISO@dsh.ca.gov

14. INTERNAL PRACTICES:

A. Contractor shall make Contractor's internal practices, books and records relating to the use and disclosure of PHI received from the DSH, or created, maintained or received by Contractor under this Agreement, available to the DSH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the DSH or by the Secretary, for purposes of determining DSH's compliance with the HIPAA regulations.

Attachment: JBCT Contract 2018-2021 Dept. of State Hospitals and Mariposa County (RES-2021-537 : JBCT Services Agreement with the

15. EMPLOYEE TRAINING AND DISCIPLINE:

A. Contractor shall train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.

16. EFFECT OF TERMINATION:

A. Upon termination or expiration of this Agreement for any reason, Contractor shall return, at its sole expense, to the DSH all health records within five (5) business days or as otherwise specified in the request or notice to return records or, if agreed to by the DSH, destroy all PHI received from the DSH or created or received by Contractor on behalf of the DSH, that Contractor still maintains in any form. Contractor shall retain no copies of such PHI.

However, if return or destruction is not feasible, Contractor shall continue to extend the protections and provisions of this Agreement to such information, and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of Contractor, its subcontractor(s), or its agent(s).

17. MISCELLANEOUS PROVISIONS:

A. The DSH makes no warranty or representation that compliance by Contractor with this Agreement that the HIPAA regulations shall be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or shall be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of PHI.

B. Assistance in Litigation or Administrative Proceedings. Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to the DSH at no cost to the DSH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the DSH, its directors, officers or employees for claimed violations of HIPAA, regulations or other laws relating to security and privacy based upon actions or inactions of Contractor and/or its subcontractor, employee, or agent, except where Contractor or its subcontractor, employee, or agent is a named adverse party.

C. Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the DSH or Contractor and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.

D. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA regulations and applicable Federal and State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with state and federal law, including HIPAA and the HIPAA regulations.

E. A reference in the terms and conditions of this Agreement to any HIPAA regulation relates to that section in effect or as amended.

Attachment: JBCT Contract 2018-2021 Dept. of State Hospitals and Mariposa County (RES-2021-537 : JBCT Services Agreement with the

F. The obligations of Contractor under this Exhibit E shall survive the termination or expiration of this Agreement.

18. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS:

A. The DSH may immediately terminate this Agreement if (a) Contractor is found liable in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (b) a finding or stipulation that Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws made in an administrative or civil proceeding in which Contractor is a party.

Revision 10-01-15

Attachment: JBCT Contract 2018-2021 Dept. of State Hospitals and Mariposa County (RES-2021-537 : JBCT Services Agreement with the

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-538

MEETING: September 28, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: 2021 ARPA LIHEAP 21V-5570 Contract for Energy Assistance and Weatherization

---

RECOMMENDATION AND JUSTIFICATION:
Approve the 2021 Low Income Home Energy Assistance Program (LIHEAP) Agreement 21V-5570 and Certifications with the California Department of Community Services and Development (CSD) in an amount not to exceed $595,768 to provide energy assistance payments; and authorize the Health and Human Services Agency Director to sign the agreement, certifications, and all subsequent Amendments (Subject to County Counsel Approval as to Form).

The purpose of LIHEAP, under the auspices of the CSD, is to provide energy assistance to low-income county residents. LIHEAP funds have been allocated to Mariposa County for several years and operate on a program term basis.

Thus far in program year 2020 ending December 3, 2021, this program has assisted 584 low-income households containing 1,310 persons with energy assistance propane, wood, and utility payments and 11 households and 30 persons with weatherization services. A large percentage of these households include vulnerable populations such as seniors, the disabled, children under 5 years, and the working poor.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board approved the previous 2021 LIHEAP Agreement on November 17, 2020 by Resolution 2020-671.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this Agreement is not approved, Mariposa will lose the grant funds of $595,768 and the opportunity to provide Energy Assistance payments to serve an estimated 775 Mariposa County households and 1,813 persons under this grant agreement.

FINANCIAL IMPACT:
This program is funded by federal energy assistance grant (LIHEAP) funds. Progress in the implementation of this grant will be monitored, and the FY21-22 budget for fund 3334 will be adjusted as necessary during September Adjustments. There is no impact to the County General Fund.

ATTACHMENTS:
213_21V-5570 Contract Facesheet STD213 (PDF)

REF ID# 12135

2021 ARPA_2nd Attachment_Mail (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT STD. 213 (Rev 03/2019) CSD (Rev 07/2019)	AGREEMENT NUMBER 21V-5570	PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below

CONTRACTING AGENCY NAME
Department of Community Services and Development

CONTRACTOR NAME
Mariposa County Human Services Department

2. The term of this Agreement is: August 1, 2021 through March 31, 2023

3. The maximum amount of this Agreement is: Total $595,768.00

4. The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:
Preamble*
Article 1 - Scope of Work*
Article 2 - Contract Construction, Administration, Procedure*
Article 3 - Contract Changes*
Article 4 - Administrative Policies and Procedures*
Article 5 - Administrative and Program Expenditures Requirements*
Article 6 - Reporting Policies and Procedures*
Article 7 - Program Policies and Procedures*
Article 8 - Program Implementation*
Article 9 - Training, Licensing and Certifications*; Article 10 - Compliance Policies and Procedures*
Article 11 - Federal and State Policy Provisions*; Article 12 - General Terms and Conditions GTC 04/2017*
Article 13 - Definitions*; Article 14 - Table of Forms and Documents Incorporated by Reference*

Items shown with an Asterisk (*) are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be accessed at https://providers.csd.ca.gov/.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO

CONTRACTOR				**California Department of General Services Approval (or exemption, if applicable)**
CONTRACTOR NAME *(If other than an individual, state whether a corporation, partnership, etc.)* **Mariposa County Human Services Department**				
CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP P.O. Box 99, Mariposa, CA 95338				
PRINTED NAME OF PERSON SIGNING		TITLE		
CONTRACTOR AUTHORIZED SIGNATURE		DATE SIGNED		**I hereby certify that all conditions for exemption have been complied with, and th document is exempt from the Department of General Services approval.**
STATE OF CALIFORNIA				
CONTRACTING AGENCY NAME **Department of Community Services and Development**				
CONTRACTING AGENCY ADDRESS **2389 Gateway Oaks Drive, Suite 100**	CITY **Sacramento**	STATE **CA**	ZIP **95833**	
PRINTED NAME OF PERSON SIGNING **Chris Vail**	TITLE **Chief Financial Officer**			
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED		

Attachment: 213_21V-5570 Contract Facesheet STD213 (RES-2021-538 : 2021 ARPA LIHEAP 21V-5570 Contract for Energy Assistance and

State of California-Health and Human Services Agency
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833
Telephone: (916) 576-7109 | Fax: (916) 263-1406
www.csd.ca.gov

DAVID SCRIBNER
DIRECTOR

GAVIN NEWSOM
GOVERNOR

August 31, 2021

Dear Executive Director:

The purpose of this letter is to provide you with information about the supplemental Low Income Home Energy Assistance Program (LIHEAP) contract, funded under the American Rescue Plan Act (ARPA) for the Federal Fiscal Year 2021, hereafter referred to as the ARPA LIHEAP contract. The Department of Community Services and Development (CSD) received the ARPA LIHEAP grant award from the United States Department of Health and Human Services to help low-income families meet their utility expenses in the wake of the COVID-19 pandemic.

California Government Code Section 16367.51 stipulates that ARPA LIHEAP dollars are to be maximized to reduce energy arrearages for eligible households and prohibits the ARPA LIHEAP contract from providing any funding for the weatherization component. Based on this requirement, services under the ARPA LIHEAP contract will be limited to utility assistance (including Fast Track), emergency heating and cooling, and fuel assistance (for wood, propane, and oil).

Key changes to the ARPA LIHEAP contract include capping Energy Crisis Intervention Program Emergency Heating and Cooling funding at 15 percent of the ARPA LIHEAP contract allocation; increasing the maximum Fast Track benefit amount from $1,000 to $3,000; and suspending service prioritization requirements for all services under the ARPA LIHEAP contract. To aid your understanding of specific changes to eligibility and verification rules for the ARPA LIHEAP contract, CSD modified the Eligibility and Verification Guide to incorporate an addendum clarifying changes to program eligibility requirements unique to the ARPA LIHEAP contract.

It is important to note that claims for reimbursement or utility assistance benefits will not be issued under the ARPA LIHEAP contract until your contract is fully executed and your Local Service Provider (LSP) budget is entered into CSD's systems. The Expenditure Activity Reporting System (EARS), Combined Outcome Reporting Engine (CORE) system, and the Enterprise CORE system are in the process of being updated and will be available for use by September 4, 2021.

CSD is also releasing a Business Plan template with the ARPA LIHEAP contract. The purpose of the Business Plan is to provide CSD with specific information on how agencies plan to increase service capacity, enhance service delivery to meet heightened demand for energy assistance, and implement strategies to more effectively outreach LIHEAP services to eligible households impacted by the pandemic. LSPs need to fill out their Business Plan and return it to CSD within 30 days of contract execution.

Attachment: 2021 ARPA_2nd Attachment_Mail (RES-2021-538 : 2021 ARPA LIHEAP 21V-5570 Contract for Energy Assistance and

As stated in the contract, all agencies will receive additional funding for the expenditures described and approved in your Business Plan. Once CSD staff approves your agency's Business Plan, CSD staff will update your contract's budget and make the additional funding available in CORE and EARS.

CSD looks forward to a continued productive partnership so that, together, we can effectively administer our critical programs and services designed to strengthen the economic security of vulnerable Californians.

Sincerely,



DAVID SCRIBNER
Director

Attachments

Attachment: 2021 ARPA_2nd Attachment_Mail (RES-2021-538 : 2021 ARPA LIHEAP 21V-5570 Contract for Energy Assistance and

2021 ARPA LIHEAP ALLOCATION SPREADSHEET

State of California
Department of Community Services and Development
Total 2021 ARPA LIHEAP Contract
Facesheet

	County/Service Territory	Contract Number	Direct Services: Administration/Assurance 16/ECIP/HEAP: Supplemental Funds	Allowable Admin	Allowable A16	ECIP/HEAP Program	Admin/A16/ ECIP/HEAP Subtotal	Utility Assistance: ECIP FT/HEAP G&E Program Subtotal	Total Contract Allocation
1	Alameda County - Spectrum Community Services, Inc.	21V-5550	130,046	281,531	280,981	1,127,985	1,820,543	3,658,584	5,479,127
2	Amador/Tuolumne Service Territory - Amador-Tuolumne CAA								
	Amador County		9,478	16,400	16,465	126,131	168,474	152,600	321,074
	Calaveras County		14,021	24,261	24,358	241,343	303,983	171,000	474,983
	Tuolumne County		26,501	45,858	46,041	516,906	635,306	262,500	897,806
	Service Territory Total	21V-5551	50,000	86,519	86,864	884,380	1,107,763	586,100	1,693,863
3	Butte County - CAA of Butte County, Inc.	21V-5552	72,176	156,250	155,945	1,156,966	1,541,337	1,499,584	3,040,921
4	Colusa Service Territory - Glenn County Health and Human Services Agency								
	Colusa County		14,382	9,884	10,368	56,542	91,176	111,000	202,176
	Glenn County		20,435	14,043	14,731	78,046	127,255	160,000	287,255
	Trinity County		15,183	10,434	10,945	96,865	133,427	80,000	213,427
	Service Territory Total	21V-5553	50,000	34,361	36,044	231,453	351,858	351,000	702,858
5	Contra Costa Co. - Contra Costa Employment & Human Services Dept/CSB	21V-5554	111,371	241,102	240,631	654,881	1,247,985	3,444,326	4,692,311
6	Del Norte County - Del Norte Senior Center, Inc.	21V-5555	50,000	47,523	48,869	356,551	502,943	450,000	952,943
7	El Dorado Service Territory - El Dorado Co. Health & Human Services Agency								
	Alpine County		873	1,890	1,886	13,178	17,827	18,954	36,781
	El Dorado County		61,963	134,140	133,878	1,296,483	1,626,464	984,155	2,610,619
	Service Territory Total	21V-5556	62,836	136,030	135,764	1,309,661	1,644,291	1,003,109	2,647,400
8	Fresno County - Fresno County Economic Opportunities Commission	21V-5557	256,958	556,274	555,188	4,457,749	5,826,169	5,000,000	10,826,169
9	Humboldt Service Territory - Redwood CAA								
	Humboldt County		54,147	117,219	116,991	1,047,910	1,336,267	945,049	2,281,316
	Service Territory Total	21V-5558	54,147	117,219	116,991	1,047,910	1,336,267	945,049	2,281,316
10	Imperial Service Territory - Campesinos Unidos, Inc.								
	Imperial County		25,551	55,315	55,207	436,068	572,141	504,388	1,076,529
	San Diego County - Area A		139,987	303,050	302,458	1,329,866	2,075,361	3,822,573	5,897,934
	Service Territory Total	21V-5559	165,538	358,365	357,665	1,765,934	2,647,502	4,326,961	6,974,463
11	Inyo Service Territory - Inyo Mono Advocates for Community Action, Inc.								
	Inyo County		22,153	12,571	13,384	162,886	210,994	50,000	260,994
	Mono County		27,847	15,801	16,824	197,598	258,070	70,000	328,070
	Service Territory Total	21V-5560	50,000	28,372	30,208	360,484	469,064	120,000	589,064
12	Kern County - Community Action Partnership of Kern	21V-5561	234,279	507,178	506,187	1,593,452	2,841,096	7,029,559	9,870,655
13	Kings County - Kings Community Action Organization, Inc.	21V-5562	50,000	68,750	69,551	333,193	521,494	834,758	1,356,252
14	Lake Service Territory - North Coast Energy Services, Inc.								
	Lake County		31,196	67,534	67,402	450,932	617,064	697,275	1,314,339
	Mendocino County		37,667	81,544	81,385	494,818	695,414	891,586	1,587,000
	Napa County		15,637	33,851	33,785	217,086	300,359	358,454	658,813
	Solano County		41,087	88,946	88,772	523,636	742,441	988,620	1,731,061
	Sonoma County		65,728	142,290	142,013	859,433	1,209,464	1,559,780	2,769,244
	Yolo County		32,815	71,040	70,901	418,725	593,481	789,092	1,382,573
	Service Territory Total	21V-5563	224,130	485,205	484,258	2,964,630	4,158,223	5,284,807	9,443,030
15	Lassen County - Lassen Economic Development Corporation	21V-5564	50,000	36,718	38,341	522,587	647,646	100,000	747,646
	Los Angeles County								
16	Area A - Maravilla Foundation	21V-5565	417,958	904,815	903,051	5,691,949	7,917,773	9,691,697	17,609,470
17	Area B - Pacific Asian Consortium in Employment	21V-5566	295,453	639,610	638,361	3,217,823	4,791,247	7,656,800	12,448,047
18	Area C - Long Beach Community Action Partnership	21V-5567	257,761	558,012	556,922	2,023,095	3,395,790	7,464,199	10,859,989
19	Madera County - Community Action Partnership of Madera County, Inc.	21V-5568	50,000	74,423	75,079	528,681	728,183	735,853	1,464,036
20	Marin County - Community Action Marin	21V-5569	50,000	49,080	50,385	199,932	349,397	633,118	982,515

Attachment: 2021 ARPA_2nd Attachment_Mail (RES-2021-538 : 2021 ARPA LIHEAP 21V-5570 Contract for

2021 ARPA LIHEAP ALLOCATION SPREADSHEET

State of California
Department of Community Services and Development
Total 2021 ARPA LIHEAP Contract
Facesheet

	County/Service Territory	Contract Number	Direct Services: Administration/Assurance 16/ECIP/HEAP: Supplemental Funds	Allowable Admin	Allowable A16	ECIP/HEAP Program	Admin/A16/ ECIP/HEAP Subtotal	Utility Assistance: ECIP FT/HEAP G&E Program Subtotal	Total Contract Allocation
21	Mariposa County - Mariposa County Human Services Department	21V-5570	50,000	28,725	30,552	401,356	510,633	85,135	595,768
22	Merced County - Merced County CAA	21V-5571	64,440	139,503	139,231	561,773	904,947	1,810,050	2,714,997
23	Modoc - T.E.A.C.H. Inc.	21V-5572	50,000	12,479	14,723	69,906	147,108	140,000	287,108
24	Orange County - Community Action Partnership of Orange County	21V-5573	171,439	371,139	370,414	3,593,028	4,506,020	2,717,062	7,223,082
25	Placer Service Territory - Project GO, Inc.								
	Nevada County		41,437	89,704	89,529	1,026,794	1,247,464	498,357	1,745,821
	Placer County		48,819	105,685	105,479	726,306	986,289	1,070,546	2,056,835
	Service Territory Total	21V-5574	90,256	195,389	195,008	1,753,100	2,233,753	1,568,903	3,802,656
26	Plumas Service Territory - Plumas Co. Community Development Commission								
	Plumas County		42,341	26,773	28,258	338,650	436,022	115,000	551,022
	Sierra County		7,659	4,843	5,111	56,018	73,631	26,040	99,671
	Service Territory Total	21V-5575	50,000	31,616	33,369	394,668	509,653	141,040	650,693
27	Riverside County - Community Action Partnership of Riverside County	21V-5576	268,839	581,994	580,858	2,004,256	3,435,947	7,890,777	11,326,724
28	Sacramento Service Territory - Community Resource Project, Inc.								
	Sacramento County		203,662	440,896	440,035	3,837,010	4,921,603	3,659,087	8,580,690
	Sutter County		18,018	39,007	38,931	341,026	436,982	322,163	759,145
	Yuba County		19,897	43,074	42,990	376,291	482,252	356,044	838,296
	Service Territory Total	21V-5577	241,577	522,977	521,956	4,554,327	5,840,837	4,337,294	10,178,131
29	San Benito Co. - HHSA, Comm. Svcs. & Wkfs. Dev.	21V-5578	50,000	18,900	20,979	47,882	137,761	271,335	409,096
30	San Bernardino County - Community Action Partnership of San Bernardino Co.	21V-5579	267,848	579,851	578,719	1,478,790	2,905,208	8,379,805	11,285,013
31	San Diego County - Area B - Metropolitan Area Advisory Committee	21V-5580	65,911	142,688	142,410	1,027,795	1,378,804	1,398,187	2,776,991
32	San Joaquin Co. - San Joaquin Co. Dept. of Aging & Community Services	21V-5581	122,921	266,105	265,585	701,645	1,356,256	3,822,661	5,178,917
33	San Luis Obispo Co. - Community Action Partnership of San Luis Obispo Co., Inc.	21V-5582	50,000	72,401	73,108	424,515	620,024	805,586	1,425,610
34	Santa Barbara Co. - Community Action Commission of Santa Barbara County	21V-5583	54,421	117,814	117,584	1,108,459	1,398,278	894,608	2,292,886
35	Santa Clara Co. - Sacred Heart Community Service	21V-5584	130,952	283,490	282,936	962,982	1,660,360	3,856,897	5,517,257
36	Santa Cruz Service Territory - Central Coast Energy Services, Inc.								
	Monterey County		69,305	150,035	149,742	535,685	904,767	2,015,196	2,919,963
	San Francisco County		62,280	134,826	134,563	366,770	698,439	1,925,540	2,623,979
	San Mateo County		53,656	116,157	115,930	375,229	660,972	1,599,661	2,260,633
	Santa Cruz County		41,455	89,745	89,570	320,426	541,196	1,205,412	1,746,608
	Service Territory Total	21V-5585	226,696	490,763	489,805	1,598,110	2,805,374	6,745,809	9,551,183
37	Shasta/Tehama Service Territory - Self-Help Home Improvement Project, Inc.								
	Shasta County		55,625	120,421	120,186	844,216	1,140,448	1,203,170	2,343,618
	Tehama County		23,646	51,190	51,090	304,101	430,027	566,234	996,261
	Service Territory Total	21V-5586	79,271	171,611	171,276	1,148,317	1,570,475	1,769,404	3,339,879
38	Siskiyou County - Great Northern Services	21V-5587	50,000	86,416	86,764	818,726	1,041,906	650,000	1,691,906
39	Stanislaus County - Central Valley Opportunity Center, Incorporated	21V-5588	106,883	231,386	230,935	1,770,309	2,339,513	2,163,712	4,503,225
40	Tulare County - Community Services & Employment Training, Inc.	21V-5589	147,999	320,393	319,768	2,647,311	3,435,471	2,800,000	6,235,471
41	Ventura County - Community Action of Ventura County, Inc.	21V-5590	68,164	147,563	147,275	1,514,659	1,877,661	994,206	2,871,867
	TOTALS		5,090,270	10,180,540	10,180,540	59,011,210	84,462,560	114,057,975	198,520,535

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2021 ARPA LIHEAP ALLOCATION SPREADSHEET

State of California
Department of Community Services and Development
Total 2021 ARPA LIHEAP Contract
Facesheet

	County/Service Territory	ECIP/HEAP Intake 8%	ECIP/HEAP Outreach 5%	ECIP/HEAP Training 2%	ECIP/HEAP EHCS 15%
1	Alameda County - Spectrum Community Services, Inc.	382,926	239,328	95,731	717,985
2	Amador/Tuolumne Service Territory - Amador-Tuolumne CAA				
	Amador County	22,298	13,937	5,575	41,810
	Calaveras County	32,987	20,617	8,247	61,851
	Tuolumne County	62,352	38,970	15,588	116,911
	Service Territory Total	117,637	73,524	29,410	220,572
3	Butte County - CAA of Butte County, Inc.	212,524	132,828	53,131	398,483
4	Colusa Service Territory - Glenn County Health and Human Services Agency				
	Colusa County	13,403	8,377	3,351	25,131
	Glenn County	19,044	11,902	4,761	35,707
	Trinity County	14,149	8,843	3,537	26,530
	Service Territory Total	46,596	29,122	11,649	87,368
5	Contra Costa Co. - Contra Costa Employment & Human Services Dept/CSB	327,937	204,960	81,984	614,881
6	Del Norte County - Del Norte Senior Center, Inc.	64,524	40,328	16,131	120,983
7	El Dorado Service Territory - El Dorado Co. Health & Human Services Agency				
	Alpine County	2,571	1,607	643	4,820
	El Dorado County	182,451	114,032	45,613	342,096
	Service Territory Total	185,022	115,639	46,256	346,916
8	Fresno County - Fresno County Economic Opportunities Commission	756,620	472,887	189,155	1,418,662
9	Humboldt Service Territory - Redwood CAA				
	Humboldt County	159,437	99,648	39,859	298,944
	Service Territory Total	159,437	99,648	39,859	298,944
10	Imperial Service Territory - Campesinos Unidos, Inc.				
	Imperial County	75,236	47,023	18,809	141,068
	San Diego County - Area A	412,195	257,622	103,049	772,866
	Service Territory Total	487,431	304,645	121,858	913,934
11	Inyo Service Territory - Inyo Mono Advocates for Community Action, Inc.				
	Inyo County	17,031	10,644	4,258	31,933
	Mono County	21,408	13,380	5,352	40,140
	Service Territory Total	38,439	24,024	9,610	72,073
12	Kern County - Community Action Partnership of Kern	689,841	431,151	172,460	1,293,452
13	Kings County - Kings Community Action Organization, Inc.	93,436	58,398	23,359	175,193
14	Lake Service Territory - North Coast Energy Services, Inc.				
	Lake County	91,857	57,410	22,964	172,231
	Mendocino County	110,912	69,320	27,728	207,961
	Napa County	46,043	28,777	11,511	86,331
	Solano County	120,980	75,613	30,245	226,838
	Sonoma County	193,537	120,961	48,384	362,882
	Yolo County	96,625	60,391	24,156	181,173
	Service Territory Total	659,954	412,472	164,988	1,237,416
15	Lassen County - Lassen Economic Development Corporation	49,807	31,129	12,452	93,388
	Los Angeles County				
16	Area A - Maravilla Foundation	1,230,692	769,182	307,673	2,307,547
17	Area B - Pacific Asian Consortium in Employment	869,970	543,731	217,492	1,631,193
18	Area C - Long Beach Community Action Partnership	758,984	474,365	189,746	1,423,094
19	Madera County - Community Action Partnership of Madera County, Inc.	101,163	63,227	25,291	189,680
20	Marin County - Community Action Marin	66,644	41,653	16,661	124,958

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2021 ARPA LIHEAP ALLOCATION SPREADSHEET

State of California
Department of Community Services and Development
Total 2021 ARPA LIHEAP Contract
Facesheet

	County/Service Territory	ECIP/HEAP Intake 8%	ECIP/HEAP Outreach 5%	ECIP/HEAP Training 2%	ECIP/HEAP EHCS 15%
21	Mariposa County - Mariposa County Human Services Department	38,919	24,325	9,730	72,974
22	Merced County - Merced County CAA	189,746	118,591	47,436	355,773
23	Modoc - T.E.A.C.H. Inc.	16,792	10,495	4,198	31,486
24	Orange County - Community Action Partnership of Orange County	504,807	315,505	126,202	946,514
25	Placer Service Territory - Project GO, Inc.				
	Nevada County	122,012	76,258	30,503	228,773
	Placer County	143,748	89,843	35,937	269,528
	Service Territory Total	265,760	166,101	66,440	498,301
26	Plumas Service Territory - Plumas Co. Community Development Commission				
	Plumas County	36,292	22,683	9,073	68,048
	Sierra County	6,565	4,103	1,641	12,309
	Service Territory Total	42,857	26,786	10,714	80,357
27	Riverside County - Community Action Partnership of Riverside County	791,603	494,752	197,901	1,484,255
28	Sacramento Service Territory - Community Resource Project, Inc.				
	Sacramento County	599,688	374,805	149,922	1,124,415
	Sutter County	53,055	33,159	13,264	99,478
	Yuba County	58,587	36,617	14,647	109,850
	Service Territory Total	711,330	444,581	177,833	1,333,743
29	San Benito Co. - HHSA, Comm. Svcs. & Wkfs. Dev.	25,537	15,961	6,384	47,883
30	San Bernardino County - Community Action Partnership of San Bernardino Co.	788,688	492,930	197,172	1,478,789
31	San Diego County - Area B - Metropolitan Area Advisory Committee	194,079	121,299	48,520	363,897
32	San Joaquin Co. - San Joaquin Co. Dept. of Aging & Community Services	361,944	226,215	90,486	678,646
33	San Luis Obispo Co. - Community Action Partnership of San Luis Obispo Co., Inc.	98,408	61,505	24,602	184,515
34	Santa Barbara Co. - Community Action Commission of Santa Barbara County	160,245	100,153	40,061	300,460
35	Santa Clara Co. - Sacred Heart Community Service	385,590	240,994	96,398	722,982
36	Santa Cruz Service Territory - Central Coast Energy Services, Inc.				
	Monterey County	204,070	127,544	51,018	382,632
	San Francisco County	183,385	114,616	45,846	343,847
	San Mateo County	157,991	98,745	39,498	296,234
	Santa Cruz County	122,067	76,292	30,517	228,876
	Service Territory Total	667,513	417,197	166,879	1,251,589
37	Shasta/Tehama Service Territory - Self-Help Home Improvement Project, Inc.				
	Shasta County	163,791	102,369	40,948	307,108
	Tehama County	69,627	43,517	17,407	130,550
	Service Territory Total	233,418	145,886	58,355	437,658
38	Siskiyou County - Great Northern Services	117,498	73,436	29,375	220,309
39	Stanislaus County - Central Valley Opportunity Center, Incorporated	314,722	196,701	78,680	590,103
40	Tulare County - Community Services & Employment Training, Inc.	435,785	272,366	108,946	817,097
41	Ventura County - Community Action of Ventura County, Inc.	200,709	125,443	50,177	376,330
	TOTALS	13,845,534	8,653,463	3,461,385	25,960,383

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2021 ARPA LIHEAP Contract Checklist

General Comments and Requirements:

1. Please do not use correction fluid or tape. Do not make any changes or notations to the contract document. If any corrections are necessary, please contact your Field Representative. If you need to reproduce contract pages, please do so single-sided only.

2. When you return the Contract packet to CSD, please arrange all pages, including the face sheets and articles, in the order received. All forms printed from the CSD Providers' Website will need to be added to the back of the contract packet. Please do not use staples on any of the documents.

Check the box as the following completed documents are attached to the contract.

☐ 1. Did you provide CSD with 2 copies of the contract?

☐ 2. Did you complete the contractor's name and title of the person authorized to sign the contract? Are both contracts face sheets signed (wet signature) and dated by authorized person?

☐ 3. Did you include a current FFATA form? Required for new contracts

☐ 4. Did you provide a signed Lobbying Form? Required for new contracts

☐ 5. Do you have current insurance or Self-Insurance Authority Certification on file with CSD?

☐ 6. Did you attach (or already submit) a Board Resolution? N/A If a general Board Resolution was submitted previously and is not specific to the program, program year, and does not contain any changes.

Programmatic Contract Requirements (Not REQUIRED to be submitted with contract; however, required to be submitted <u>within 30 days</u> of contract execution): These two documents can be located on the Local Agencies Portal

☐ 7. Has your Agency completed the 2021 ARPA LIHEAP Business Plan

☐ 8. Did you fill out the 2021 ARPA LIHEAP Business Plan Supplemental Budget?

Please return both completed contract packets within 30 days (45 days for public agencies) to:

Contract Services Unit
Department of Community Services and Development
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833-4246

Attachment: 2021 ARPA_2nd Attachment_Mail (RES-2021-538 : 2021 ARPA LIHEAP 21V-5570 Contract for Energy Assistance and



CERTIFICATION REGARDING LOBBYING

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FAMILY SUPPORT ADMINISTRATION

PROGRAM: **2021 ARPA LIHEAP**

PERIOD: **August 1, 2021 through March 31, 2023**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Title	**Signature**
Agency/Organization	**Date**

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Approved by OMB
0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete the form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change For Material Change Only: year _____ quarter date of Last report

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known:* Congressional District, *if known:*	Congressional District, *if known:*
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, *If applicable:*
8. Federal Action Number, *if known:*	9. Award Amount, *if known:* $
10. a. Name address of Lobbying Entity *(if individual, last name, first, name, MI):*	b. Individuals Performing Services *(including address if different from No. 10a)* *(last name, first name, MI):*

(attach Continuation Sheet(s) SF-LLL-A, *if necessary*)

11. Amount of Payment *(check all that apply)*:	13. Type of Payment *(check all that apply)*:
$ _____ ☐ actual ☐ planned	☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify:
12. Form of Payment *(check all that apply)*: ☐ a. cash ☐ b. in-kind; specify: nature value	

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s), contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, *if necessary*)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16	
Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1353. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty for not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

Federal Use Only:	Authorized for Local Reproductions Standard Form – LLL

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DISCLOSURE OF LOBBYING ACTIVITIES

CONTINUATION SHEET

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Reporting Entity: _____ Page _____ of

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Authorized for Local Reproduction
Standard Form - LLL-A

INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identity the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and ZIP Code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full name of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budgets. Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Department of Community Services and Development
CSD 279 (Rev. 1/2015)

Community Services and Development
Federal Funding Accountability and Transparency Act Report Form

Return with the Contract

As of October 1, 2010, CSD is required to comply with sub-award reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA). CSD must file the FFATA sub-award report by the end of the month following the month in which CSD awards funds greater than or equal to $25,000 to any agency/service provider. In accordance with terms of the CSD agreement, agencies are required to provide the information requested in this form on or before the above due date. Failure to timely submit the completed form may result in "high-risk" designation and/or imposition of additional special terms and conditions on the agency's eligibility for CSD funds.

Please e-mail completed report forms to your respective program e-mail address listed below:

Department of Energy Weatherization Assistance Program: Wx@csd.ca.gov

Community Services Block Grant: CSBGDIV@csd.ca.gov

Lead Hazard Control: LEADGrants@csd.ca.gov

Low Income Home Energy Assistance Program: Wx@csd.ca.gov

NOTE: If your agency receives multiple Community Services and Development (CSD) awards under various programs (i.e., Community Services Block Grant (CSBG), Weatherization Assistance Program (WX), Lead Hazard Control Program (LHCP), Low-Income Home Energy Assistance Program), *complete a separate form for each program*.

AGENCY/SUB-AWARDEE INFORMATION				
Agency Name				
Program Type ***(check one)***	☐ CSBG	☐ LEAD	☐ LIHEAP	☐ DOE WAP
Contract #(s) *(list all active contracts for the selected program)*				
Contract Period(s) *(mm/dd/yy - mm/dd/yy)*				
Agency Unique Identifier (DUNS Number)				
Agency Primary Contact Information *(person responsible for completing this form)*	Name:			
	Title			
	E-mail:			
	Phone:			
Location of Agency	Mailing Address:			
	State:			
	Zip + 4 digits (+4 digit is required)			
	U.S. Congressional District:			
	State Assembly District:			
	State Senate District:			

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Department of Community Services and Development
CSD 279 (Rev. 1/2015)

Place of Performance *(where program funds are primarily spent, if different from agency location above)*	Street Address:	
	State:	
	Zip + 4 digits (+4 digit is required)	
	U.S. Congressional District:	
	State Assembly District:	
	State Senate District:	

Agency (Sub-Awardee) Executive Compensation Reporting	Is more than 80% of your agency's annual gross revenue from the Federal government? ☐ Yes ☐ No (If YES, continue to the next question. If NO, you are now finished completing this form.)
	Does your agency's total annual federal funding exceed $25 million? ☐ Yes ☐ No (If YES, continue to the next question. If NO, you are now finished completing this form.)
	Is your agency one of the entities described below? ☐ Yes ☐ No ▪ A tax-exempt nonprofit entity required to file an annual Form 990 return with the Internal Revenue Service (IRS). ▪ A publicly owned corporation required to file annual reports with the Securities and Exchange Commission (SEC).
	(If NO, please list the names and compensation of your agency's top five highest compensated employees in the spaces below. If YES, you are now finished completing this form.)

Five Highest Compensated Executives/Employees	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	

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Description of Information Requested

Place of Performance

Address represents where the prime recipient is performing the majority of work funded. If the award funds multiple projects in different locations, then an address such as a city hall or county seat may be the most appropriate if it represent where the majority of funds are being used.

Agency/Sub-Awardee Executive Compensation Reporting

Sub-awardees must report the total compensation and names of the top five executives in the organization if:

a) More than 80% of the annual gross revenues are from the Federal government, and those revenues are greater than $25 million annually; and

b) Compensation information is not readily available through reporting to the to the IRS on a Form 990 (section 6104 of the Internal Revenue Code of 1986), or through reporting to Securities and Exchange Commission (SEC). SEC reporting is required for publicly owned/traded corporations.

Exemptions: Refer to 2 CFR Part 170 for exemption criteria. http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-part170.pdf

Additional Resources

Unique Identifier (DUNS Number)	
The Data Universal Numbering System (DUNS) is the widely used system for identifying business entities on a location specific basis. The DUNS number remains with the company location to which it has been assigned even if it closes and goes out of business.	https://iupdate.dnb.com/iUpdate/companylookup.htm
Zip Code + 4 Digit Zip	
Use the United States Postal Service website to identify your +4 digit zip	https://tools.usps.com/go/ZipLookupAction!input.action
Congressional District	
Use the following sites to identify your congressional district	
U.S. Congressional District	http://www.house.gov/representatives/find/
State Assembly and Senate District	http://findyourrep.legislature.ca.gov/
Reporting Requirement Regulations	
The Federal Funding Accountability and Transparency Act of 2006	http://www.gpo.gov/fdsys/pkg/PLAW-109publ282/html/PLAW-109publ282.htm
FFATA Subaward Reporting System (FSRS) website	https://www.fsrs.gov/

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SUBVENTION CONTRACT

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SUBVENTION CONTRACT

PREAMBLE

This subvention Contract, for the implementation of the Supplemental Low Income Home Energy Assistance Program (LIHEAP) funded under the American Rescue Plan Act (ARPA), hereafter, referred to as ARPA LIHEAP in program year 2021 ("Contract"), is entered into between the Department of Community Services and Development ("CSD" or "Department") and the contractor named on Form STD. 213, the face sheet of this document ("Contractor") and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, CSD and Contractor hereby agree as follows:

ARTICLE 1 - SCOPE OF WORK

1.1 General

1.1.1 Contractor shall provide Home Energy Assistance Program (HEAP) assistance, and Energy Crisis Intervention Program (ECIP) assistance to eligible participants residing in the service area described in Section 1.2, pursuant to Public Law 117-2 (Title II of the American Rescue Plan Act, Section 2911) Title 42 of the United States Code (U.S.C.) Section 8621 et seq., (the Low-Income Home Energy Assistance Act of 1981, as amended) and Government Code Section 16367.5 et seq., as amended.[1] Contractor shall administer ARPA LIHEAP services to eligible low-income households on a first-come, first-served basis to provide immediate relief to communities as part of a statewide response to COVID-19 financial impacts. Contractor shall ensure that services and activities funded by this Contract shall also meet all other assurances specified in 42 U.S.C. § 8624.

1.1.2 The ARPA LIHEAP Catalog of Federal Domestic Assistance number is 93.568. The award is funded through the United States Department of Health and Human Services (HHS).

1.2 Service Area

1.2.1 The services shall be performed in the Service Territory comprised of the following service area(s):

The 2021 ARPA LIHEAP Numbers, Contractors, and Service Territories listing may be accessed at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

1.2.2 Contractors that provide services in Los Angeles and San Diego counties shall refer to the ZIP Codes listing located at

[1] For the purpose of this Contract, references to ARPA LIHEAP are specific to the supplemental funding for the Low Income Home Energy Assistance Program (LIHEAP), discussed in Title II of ARPA.

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https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx to determine the zip codes for their respective area.

1.3 Term and Amount of Contract

1.3.1 The term of this Contract shall be for the period represented on the face sheet (Form STD 213). Contractor shall perform all work under this Contract prior to, or up to March 31, 2023, in accordance with Article 10.5, regardless of future contract extensions. Funds remaining beyond March 31, 2023 shall impact Contractor's 2023 LIHEAP allocation.

1.3.2 The contract amount as represented on Form STD. 213 consists of Contractor's total allocation to include the "Direct Services" and "Utility Assistance" portions attributable to Contractor's service area(s).

1.3.3 Direct Services and Utility Assistance funding, as defined in Article 13, Definitions, that are allocated to Contractor, shall be expended, reported and accounted for in accordance with the provisions of this Contract.

1.4 Service Area Expenditure Requirements

Contractor shall be subject to special expenditure requirements as provided in Article 5, Section 5.7 of the Contract, if any of the following pertain:

1.4.1 This Contract involves funding for ARPA LIHEAP services provided by Contractor in multiple counties or service areas; or

1.4.2 Contractor has additional contracts with CSD for the provision of LIHEAP services in counties or service areas other than the county or service area to which this Contract applies.

1.5 Program Authorities – Requirements, Standards and Guidance

1.5.1 All services and activities are to be provided in accordance with applicable federal, state, and local laws and regulations, which may be amended from time to time, including but not limited to, the following:

1.5.1.1 The American Rescue Plan Act (ARPA) of 2021 (Public Law 117-2);

1.5.1.2 The Low-Income Home Energy Assistance Act of 1981 (42 U.S.C. §§ 8621 et seq.), and the Low-Income Home Energy Assistance Program (45 CFR Part 96, Subpart H);

1.5.1.3 The California Government Code (Cal. Gov. Code) §§ 16367.5 et seq., as amended, and Title 22 of the California Code of Regulations (CCR) §§ 100800 et seq.; and

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1.5.1.4 The Single Audit Act (31 U.S.C. §§ 7501 et seq.), and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

1.5.2 *Conflict of Laws.* Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed below, as they may be amended from time to time, regarding procurement, administrative, and other costs claimed under this Contract, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines in this Contract directly conflict with any State law or regulation at Government Code §§16367.5 et seq. or 22 CCR §§100800 et seq., or any provision of this Contract, then federal law or regulation or provision shall take precedence, and then state law; unless, under specified circumstances, a provision of federal law applicable to block grants, such as 45 CFR § 96.30, allows for the application of state law.

1.5.2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75); and

1.5.2.2 Contractor further agrees to abide by all requirements in California Contractor Certification Clauses 04/2017 (CCC-04/2017).

1.5.3 CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's participation in ARPA LIHEAP, and as a condition of receipt of funds under the program, PROVIDED:

1.5.3.1 That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" posted at https://agencies.csd.ca.gov/home/Pages/CPNCPA.aspx;

1.5.3.2 That such guidance shall be issued by CSD in writing in the form of "CSD Program Advisory (CPA) No. XX-XX posted at https://agencies.csd.ca.gov/home/Pages/CPNCPA.aspx;

1.5.3.3 That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;

1.5.3.4 That such guidance shall be reasonably necessary to realize the purposes of ARPA LIHEAP;

1.5.3.5 That major and material changes in the program and/or requirements which substantially affect the Contractor's and/or CSD's ability to fulfill their obligations or otherwise serve to create a substantial hardship on

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either the Contractor or CSD shall be subject to an amendment to this Contract;

1.5.3.6 Contractor shall notify CSD within 10 business days of issuance of a CPN or CPA, if Contractor is unable to fulfill its obligations under the new guidance;

1.5.3.7 That the parties' failure to execute a mutually acceptable amendment or CPN or CPA, as contemplated in subsection 1.5.3.5 and 1.5.3.6, in a reasonable period of time, shall result in this Contract being without force and effect subject only to such provisions contained herein as are intended to survive the Contract in accordance with the express and implied provisions of applicable federal and state law; and

1.5.3.8 That upon CSD's good faith determination, delivered to the Contractor by written notice that this Contract between the parties to any necessary amendment CPN, or CPA as contemplated in subsection 1.5.3.5 and 1.5.3.6 cannot be achieved, then this Contract shall be "closed out" and the funds disposed in accordance with established CSD procedure and policy and as required under federal and state law.

1.5.4 The federal and state laws, regulations and other authorities referenced in this Section are hereby incorporated by reference into this Contract. Copies may be accessed for reference at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

1.5.5 Contract Elements Integral to Contract and Enforceability Conditions

1.5.5.1 Contractor shall provide the following documents, satisfactory to CSD in form and substance, together with an executed copy of this Contract before CSD executes and returns the Contract to Contractor for implementation:

1.5.5.1.1 Federal Funding Accountability and Transparency Act Report (CSD 279);

1.5.5.1.2 Certification Regarding Lobbying/Disclosure of Lobbying Activities;

1.5.5.1.3 Contractor Certification Clauses (CCC-04/2017);

1.5.5.1.4 Current Insurance or Self-Insurance Authority Certification;

1.5.5.1.5 Board Resolution authorizing execution of this Contract;

1.5.5.1.6 Business Plan (referenced in Article 7.1);

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1.5.5.1.7 Budget Form and Budget Production Worksheet (CSD 622) (referenced in Article 5.7); and

1.5.5.1.8 Agency Staff and Board Roster (CSD 188).

1.5.5.2 The Business Plan must be completed by Contractor within 30 days after contract execution. Contractor will not have access to supplemental funding until the Business Plan has been approved.

1.5.5.3 Contract forms must be completed before CSD will execute the Contract and Contractor is authorized to commence work. CSD may execute this Contract pending its review and final approval of Contractor's submission, provided Contractor acts in good faith to rectify any outstanding issues associated with the documents submitted pursuant to Section 1.5.5.1. All documents submitted pursuant to Section 1.5.5.1 shall become part of this Contract.

1.5.6 Contractor's signature shall constitute a certification that to the best of Contractor's ability and knowledge it will, unless exempted, comply with the provisions set forth in Article 11, Section 11.1, "Certifications" of this Contract.

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ARTICLE 2 - CONTRACT ADMINISTRATION AND PROCEDURE

2.1 State Contracting Requirements – "General Terms and Conditions, GTC 04/2017"

In accordance with State contracting requirements, specified contracting terms and conditions are made a part of this Contract. The provisions in their entirety are found in Article 12 of this Contract and are fully binding on the parties in accordance with state law.

2.2 Contractor's Option of Termination

2.2.1 Notwithstanding the provisions of Section 1.5.3, Contractor may, at Contractor's sole option, elect to terminate this contract rather than adhere to the procedures set out in Section 1.5.3, should Contractor determine that any subsequent program guidance or proposed amendment to the contract is unjustifiably onerous or otherwise counter to Contractor's legitimate business interests and ability to implement the Contract in an effective and reasonable manner, PROVIDED:

2.2.1.1 The notice of termination is in writing, delivered by U.S. Certified Mail, Return Receipt Requested, and will be effective 30 calendar days after receipt by CSD; and

2.2.1.2 The notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.

2.2.2 Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.

2.2.3 Contractor shall, within 30 calendar days of termination, close-out the contract in accordance with contractual close-out procedures.

2.2.4 CSD may at its option procure a temporary replacement provider, and may at its option, designate a permanent replacement provider for Contractor's service area in accordance with federal and state law.

2.3 Budget Contingencies

2.3.1 Federal Budget Contingency

2.3.1.1 Because of uncertainty in the federal budget process, this Contract may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The obligations of the parties under this Contract

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are expressly contingent on adequate funding being made available to CSD by the United States government.

2.3.1.2 If federal funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Contract upon written notice to Contractor or, in the alternative, to offer an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract close-out obligations and final settlement.

2.3.1.3 If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not in existence when this Contract was executed, this Contract shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations or conditions. Failure of the parties to reach an agreement on such amendment shall render this Contract without force and effect.

2.3.1.4 Subject to the provisions of subsection 2.3.1.2, CSD shall authorize expenditures of funds under this Contract based on any Continuing Resolution appropriations that are adequate for the purpose. CSD shall notify the Contractor in writing of authorized interval funding levels.

2.3.2 State Budget Contingency

2.3.2.1 If funds are not appropriated for implementation of ARPA LIHEAP through the State budget process or otherwise, whether in the current year and/or any subsequent year covered by this Contract, this Contract shall be of no further force and effect. Upon written notice to Contractor by CSD that no funds are available for contract implementation, the Contract shall be terminated, and CSD shall have no obligation to pay Contractor or to furnish other consideration under this Contract and Contractor shall not be obligated for performance.

2.3.2.2 If program funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Contract upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract close-out obligations and final settlement.

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2.4 Miscellaneous Provisions

2.4.1 Assignment. Neither this Contract nor any of the rights, interests, or obligations under this Contract shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by CSD to another State agency. In the event of such transfer, this Contract is binding on the agency to which the program is assigned.

2.4.2 Merger/Entire Contract. This Contract (including the attachments, documents and instruments referred to in this Contract) constitutes the entire Contract and understanding of the parties with respect to the subject matter of this Contract and supersedes all prior understandings and contracts, whether written or oral, among the parties with respect to such subject matter.

2.4.3 Severability. If any provision of this Contract is found to be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Contract will not be in any way impaired and shall remain in full force and effect.

2.4.4 Notices. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

2.4.4.1 To Contractor's address of record; and

2.4.4.2 To CSD at:
Department of Community Services and Development
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

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ADMINISTRATIVE REQUIREMENTS

ARTICLE 3 - CONTRACT CHANGES

3.1 Amendment

3.1.1 Changes to this Contract shall be made by formal amendment with exceptions specified in Article 1 subsection 1.5.3 and in Section 3.2, below.

3.1.2 Contractor shall notify CSD in writing when any proposed amendment or change will significantly impact Contractor's Program Budget and/or Operations. CSD will afford Contractor a reasonable opportunity and sufficient time in which to phase-in the mandated change.

3.2 Minor Modifications

3.2.1 Contractor may request modifications to make minor adjustments during the contract term. Minor Modifications shall not affect the Maximum Amount payable under this Contract.

3.2.2 Minor Modifications shall not alter the maximum limits established for specific budget line items, e.g., administrative costs, Assurance 16, intake, outreach, and training and technical assistance costs, except as otherwise provided herein or as approved in the Business Plan.

3.2.3 Allowable modifications to this Contract include the minor budget modifications and expenditure requirements, specified in Article 5.

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ARTICLE 4 - ADMINISTRATIVE POLICIES AND PROCEDURES

4.1 Board Roster, By Laws, Resolution, and Minutes

4.1.1 Contractor shall submit to CSD an Agency Staff and Board Roster form (CSD 188) listing the current Agency Staff and roster of members of its governing board, including contact information for each board member at a location other than the Contractor's offices, and the most recent version of the organizational bylaws. Contractor is responsible to notify CSD of any changes to the Executive Director, Program Manager, Chief Financial Officer and board roster within 30 calendar days of such occurrence.

4.1.2 Contractor's governing board must authorize the execution of this Contract. Contractor has the option of demonstrating such authority by the signature of a Board member, affixed to the signature page of this Contract, or by any lawful delegation of such authority that is consistent with Contractor's bylaws.

4.1.3 Where Contractor elects to delegate the signing authority to the chief executive officer or designated officials, CSD will accept either a resolution specific to this Contract or a resolution passed by the governing board that applies to any contract entered into by Contractor. Where Contractor provides a general resolution, Contractor shall maintain documentation that the chief executive officer provided timely and effective communication of the execution and terms of this Contract to the Board. Either a specific or current general resolution must be on file with CSD before execution of this Contract by CSD.

4.1.4 If the Contractor's board is both tripartite and advisory to the elected members governing a local government, the Contractor shall submit to CSD the approved minutes from any meeting of the elected officials where matters relating to this Contract are heard, including but not limited to discussions about or decisions affecting ARPA LIHEAP. Such minutes shall be submitted to CSD no later than 30 calendar days after the related meeting.

4.2 Internal Controls Requirements

Contractor shall ensure the establishment and maintenance of a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall be attested to within the Contractor's independent audit conducted pursuant to this Contract and shall include:

4.2.1 Segregation of duties appropriate to safeguard state assets;

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4.2.2 Limited access to agency assets to authorized personnel who require these assets in the performance of their assigned duties;

4.2.3 Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures;

4.2.4 Established practices to be followed in the performance of duties and functions;

4.2.5 Personnel of a quality commensurate with their responsibilities; and

4.2.6 Effective internal reviews.

4.3 Record Retention Requirements

4.3.1 All records maintained by Contractor shall meet the requirements contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

4.3.2 Contractor shall maintain all records pertaining to this Contract for a minimum period of three years after submission of the final report or until resolution of all related audit or monitoring findings, enforcement actions, including cost disallowance, legal proceedings or other pending matters, whichever is later.

4.3.3 Contractor shall retain and secure all employee and client/applicant records and information in compliance with the Federal Privacy Act of 1974, as amended (5 U.S.C. § 552a) and Information Practices Act of 1977 (Civ. Code §§ 1798 et seq.), as amended.

4.3.4 To the extent Contractor maintains records in an electronic format, Contractor shall ensure that all records are "backed-up" or copied, utilizing appropriate, secure technology and operational procedures in order to avoid unauthorized access, permanent loss or destruction, occasioned by theft, accident, willful acts or negligence, or by fire, flood, earthquake or other natural disaster.

4.4 Insurance and Fidelity Bond

4.4.1 General Requirements

4.4.1.1 Contractor agrees that the required insurance policies and bonds, specified below, shall be in effect at all times during the term of this Contract.

4.4.1.2 Contractor shall provide CSD with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Contract and, prior to any lapse or reduction in coverage, provide CSD with documentation, as specified in subsection

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4.4.1.3, showing substitute coverage has been obtained or alternative measures have been taken to ensure compliance with the requirements of this Contract.

4.4.1.3 In the event insurance coverage expires during the term of this Contract Contractor agrees to provide within 30 calendar days of the expiration date, a new Certificate of Insurance (ACORD 25) for not less than the remainder of the term of this Contract. The new Certificate of Insurance (ACORD 25) shall evidence no lapse in coverage. The Certificate of Insurance (ACORD 25) shall identify and name CSD as the Certificate Holder.

4.4.1.4 New Certificates of Insurance are subject to review for content and form by CSD.

4.4.1.5 In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, CSD may, in addition to any other remedies it may have, suspend this Contract.

4.4.1.6 With the exception of workers' compensation and fidelity bond, CSD shall be named as an additional insured on all certificates of insurance required under this Contract.

4.4.1.7 The issuance of other CSD contracts, as well as reimbursement payments, to the Contractor may be suspended until evidence of the required current insurance coverage has been submitted to CSD.

4.4.1.8 Should Contractor utilize a subcontractor(s) to provide services under this Contract, Contractor shall indemnify and hold CSD harmless against any liability incurred by that subcontractor(s).

4.4.2 Self-Insurance

4.4.2.1 When Contractor is a self-insured governmental entity, CSD, upon receipt of satisfactory proof of the entity's self-insurance authority, may waive the insurance requirements. A duly authorized county or city risk manager shall provide signed certification of the governmental entity's ability to cover any potential losses under this Contract.

4.4.2.2 Governmental contractors shall specify in writing a list of which coverage(s) will be self-insured under this Contract and shall list all applicable policy numbers, expiration dates, and coverage amounts for coverage which is not self-insured.

4.4.2.3 If a governmental contractor's self-insurance coverage does not contain

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any changes from the prior year, CSD will accept a certified letter signed by authorized personnel, stating that no changes have occurred from the previous year. This letter is due at the time of contract execution or within 30 calendar days of coverage.

4.4.3 Workers' Compensation Insurance

4.4.3.1 During the term of this Contract Contractor shall maintain legally sufficient workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.

4.4.3.2 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD either a Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure, issued by the Director of the Department of Industrial Relations, as evidence of compliance with the workers' compensation insurance requirement.

4.4.4 Commercial or Government Crime Coverage (Fidelity Bond)

4.4.4.1 Contractor shall maintain commercial crime coverage. If Contractor is a public entity that elects to self-insure, Contractor shall make provision for adequate coverage to insure against crime risks. The commercial crime policy or government crime self-insurance coverage (hereinafter "fidelity bond") shall include the following coverage or the substantial equivalent: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud.

4.4.4.2 Contractor's fidelity bond coverage limits shall not be less than a minimum amount of 4% of the total contract amount, excluding Utility Services, as set forth under this Contract.

4.4.4.3 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25) as evidence of compliance with the fidelity bond requirement.

4.4.5 General Liability Insurance

4.4.5.1 Contractor shall maintain for the term of this Contract general liability and property damage insurance for a combined single limit of not less than $500,000 per occurrence.

4.4.5.2 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured as evidence of

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compliance with general liability insurance requirements.

4.4.6 Vehicle Insurance

4.4.6.1 Contractor shall maintain for the term of this Contract vehicle insurance in the amount of $500,000 for each person and each accident for bodily injury and in the amount of $500,000 for each person and each accident for property damage.

4.4.6.2 When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Contract non-owned and hired-auto liability insurance in the amount of $500,000 for each person and each accident for bodily injury and $500,000 for each person and each accident for property damage. Driving to and from work shall not be considered to be within the scope of employment.

4.4.6.3 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured, to CSD as evidence of compliance with the stated vehicle insurance requirements.

4.5 System Security Requirements

Contractor shall, in cooperation with CSD, institute measures, procedures, and protocols designed to ensure the security of data and to protect information in accordance with the Information Practices Act of 1977 (Civ. Code §§ 1798 et seq.), and such other State and Federal laws and regulations as may apply. The parties hereto agree to the following requirements, obligations, and standards in accordance with regulations set in the State Administrative Manual (SAM) and Statewide Information Management Manual (SIMM):

4.5.1 Data Protection

4.5.1.1 Data exchanged between CSD and Contractor must be limited to the data fields included on Data Transfer Rules (DTR) documents posted at https://agencies.csd.ca.gov/home/Reporting/Pages/WXReporting.aspx. No personal financial information, e.g., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.

4.5.1.2 Access to the above-mentioned data included in the DTR must only be given to authorized personnel to complete essential duties.

4.5.1.3 To the extent Contractor utilizes tablet or other internet-based or mobile devices for client intake and application purposes (“Electronic Intake”) in lieu of paper forms and documents, Contractor shall comply with all

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federal and state information security requirements and with such guidance and protocols as CSD may from time to time issue for the purpose of ensuring the integrity of Electronic Intake, including, but not limited to, the use of electronic signatures, data privacy, security, transfer, and retention requirements.

4.5.2 Contractor Systems Security

4.5.2.1 The physical location of the application systems (servers) shall be within controlled access facilities. Individual users may not have access to the data except through their systems that are specifically credentialed for Contractor business. All access will be controlled by authentication methods to validate the approved users.

4.5.2.2 Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption, if applicable.

4.5.2.3 Both CSD and Contractor shall maintain security patches and anti-virus software updates.

4.5.3 Trusted Behavior Expectations

CSD's application system and users shall protect Contractor's application system/data and the Contractor's application system and users shall protect CSD's application system/data in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a), and Trade Secrets Act (18 U.S.C. § 1905), the Stored Communications Act (18 U.S.C. §§ 2701 et seq.). Technology and systems code and functionality are owned by the respective parties and may not be shared with anyone else or used without written consent of the owner.

4.5.4 Incident Reporting

Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall, within 24 hours of discovery, report to CSD's Information Security Office any security incident contemplated herein. Examples include, but are not limited to, stolen or lost equipment, malware/ransomware detection, suspected hacking, etc.

4.5.5 Audit Trail Responsibilities

Both parties are responsible for auditing application processes and user activities. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and actions taken by system administrators.

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4.5.6 Data Sharing Responsibilities

Contractor shall ensure that all primary and delegated secondary organizations that share, exchange, or use personal, sensitive, or confidential data, pursuant to this Contract and subcontracts issued by Contractor, shall adhere to these security requirements and applicable state and federal law, in addition to further data sharing guidance as may be issued by CSD during the term of this Contract. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

4.5.7 Security Assessment

Contractor shall work with CSD to develop a Memorandum of Understanding (MOU) to further clarify privacy and information security requirements for ensuring the security of personal information of ARPA participants and technology systems supporting program administration and service delivery. In addition, the MOU will specify security requirements for Contractor information technology systems storing and transmitting personal information of program participants, to include specific security assessments and audits of Contractor systems that interconnect with CSD in accordance with federal and state requirements.

4.6 Travel and per diem

4.6.1 Contractor shall not be reimbursed for out-of-state travel. Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements and are subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

4.6.2 In the absence of a written travel reimbursement policy, Contractor shall receive reimbursement rates not to exceed federal per diem limits.

4.7 Conflict of Interest

4.7.1 Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept

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gratuities, favors, or anything of monetary value from subcontractors or parties to sub-contracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.

4.7.2 Contractor shall not pay Federal funds received from CSD to any entity in which it or one of its employees, officers, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

4.7.3 Contractor shall ensure that its employees and the officers of its governing body do not engage in actual or potential conflicts of interest and that no officer or employee who has responsibility for any activity or function with respect to ARPA LIHEAP and the implementation of this Contract shall have any personal financial interest in such activity or function or otherwise personally benefit or gain from the activity or function.

4.7.4 Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

4.7.5 Contractor shall not provide ARPA LIHEAP services or benefits in situations where an actual or perceived conflict of interest exists, unless the activity is explicitly allowed under Contractor's conflict of interest policies and procedures that are compliant with federal requirements. If Contractor provides program services to owner-occupied or rental dwellings that are owned or managed by the Contractor, its employees, or officers, Contractor shall submit the Property Certification form (CSD 678), in advance of providing Emergency Heating and Cooling Services (EHCS). Contractor shall ensure that other recipients or potential eligible recipients of services are not prejudiced or adversely affected by the receipt of services by Contractor.

4.7.6 Contractor must demonstrate that it will:

4.7.6.1 Follow all client eligibility requirements of the federal and State LIHEAP programs, as applicable to each service or activity;

4.7.6.2 Comply with all dwelling eligibility requirements of this Contract, including but not limited to the prohibition against rent increases after service delivery and multiple dwelling restrictions;

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4.7.6.3 Substantiate the need for EHCS by completing an assessment of appliances requiring service including the need for portable appliances for each individual dwelling unit served; and

4.7.6.4 Consent to any further conditions required by CSD. Failure to obtain prior written approval by CSD may result in costs being disallowed.

4.8 Procurement Standards

4.8.1 Contract Administration

4.8.1.1 *Maintenance of written procurement procedures.* Contractor shall administer this Contract in accordance with all federal and state rules and regulations governing LIHEAP block grants pertaining to procurement, including the Code of Federal Regulations' Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards and amendments thereto, consistent with the general Code of Federal Regulations compliance requirement in Section 1.5, Article 1 of this Contract 45 CFR Part 75, and pursuant to CPA-A-12-01. Contractor shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75) or any subsequent amendments to these standards, and the applicable provisions in this Contract, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.

4.8.1.2 *Eligible Bidders.* Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall only award a subcontract to the bidder or offer or whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors relevant to the procurement. Contractor's solicitations shall clearly set forth all requirements that the bidder or offer or must fulfill in order for the bid or offer to be adequately and fairly evaluated by the recipient.

4.8.1.3 All supplies, materials, equipment, or services purchased or leased with funds provided pursuant to this Contract shall be used solely for the activities allowed under this Contract, unless the fair market value for such

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use is charged to the benefiting program and treated as program income earned under this Contract.

4.8.1.4 Contractor shall provide for an open and free competition, to include a cost analysis, in accordance with federal and state law, for the procurement of materials, supplies, equipment, or services.

4.8.1.5 *Non-Competitive bid justification.* If a service or product is of a unique nature, is in response to a public exigency or emergency, or more than one potential vendor/provider cannot reasonably be identified, Contractor shall document adequate justification for the absence of competitive bidding. "Adequate justification" must include but is not limited to:

4.8.1.5.1 Explanation of why the acquisition of goods or services is limited to one vendor or supplier;

4.8.1.5.2 Description of sole vendor/supplier's unique qualifications to provide the goods or services in question; and

4.8.1.5.3 Analysis of cost(s) to demonstrate reasonability.

4.8.1.6 *CSD Lease/Purchase Pre-Approval Requirements*. To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall obtain prior written approval from CSD of capital expenditures for vehicles and equipment with a unit cost of $10,000 or more through the submission of a Request for Purchase/Lease Pre-Approval (CSD 558) to CSD at least 15 calendar days prior to executing transaction. Transactions without CSD's prior written approval may be disallowed. Lease or purchase must also be pre-approved by CSD in the Business Plan.

4.8.1.7 In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintaining adequate procurement records demonstrating compliance with Federal and State requirements.

4.8.1.8 Noncompliance with any of the provisions in this section may result in a disallowance of costs related to the procurement transaction.

4.9 Use and Disposition of Vehicles and Equipment

4.9.1 To ensure compliance with the requirements for vehicles and equipment, Contractor shall comply with Uniform Administrative Requirement, Cost Principles, and Audit Requirements for HHS Awards governing the acquisition of equipment with federal funds set forth in 45 CFR Part 75.

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To ensure compliance with the requirements for equipment, vehicles, and the maintenance of equipment and vehicle records, Contractor shall adhere to CPN-A 17-01 or as revised. Contractor shall include information relevant to any purchase/lease pre-approval documented in the CSD 558 submitted to, and approved by, CSD, including the date the request was sent to CSD, the item(s) requested, and date of CSD approval in Contractor's property records.

4.9.2 Contractor shall provide the information specified in CPN-A-17-01, including any supporting documents, to CSD upon request.

4.9.3 *Limitation on Use of Funds.* Contractor shall assure that funds received under this Contract shall not be used for the purchase or improvement of land or for the purchase, construction, or permanent improvement of any building or other facility with the exception of emergency heating, cooling, or water heating related repairs.

4.10 Subcontracts

4.10.1 Contractor may enter into subcontract(s) to provide services pursuant to this Contract in the service area(s) specified in Section 1.2 of Article 1. Subcontracts must require that parties comply with all applicable provisions of this Contract. Such requirement shall not relieve Contractor from any performance obligation created herein, nor from liability for a subcontractor's failure of performance.

4.10.2 If Contractor elects to subcontract for services, the Contractor's Board authorization and approval must be obtained and communicated to CSD in writing together with notice of execution of the subcontract as provided in Section 4.10.3. Contractor's Board, through a resolution or other official documentation, may elect to delegate the signing authority for the approval of subcontractors to the Chief Executive Officer or designated authority unless such delegation is set forth in the bylaws of the agency and a copy of the provision is communicated to CSD.

4.10.3 Within 60 calendar days of the execution of any subcontract, Contractor shall provide written notification to CSD of the execution of the subcontract as well as identifying information, to include the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed by the subcontractor.

4.10.4 Notification of subcontract execution shall contain certification by Contractor that to the best of Contractor's knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information available at https://www.sam.gov/SAM/pages/public/index.jsf.

4.10.5 If CSD determines that Contractor has executed a subcontract with an individual or

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entity listed as disbarred, suspended, or otherwise ineligible on the Excluded Parties List System as of the effective date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.

4.10.6 Contractor must ensure that funds expended pursuant to this Contract are allowable and allocable. Contractor must adopt fiscal control and accounting procedures sufficient to enable the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Contract. Contractor shall ensure that any subcontracts under this Contract contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

4.10.7 Contractor shall notify subcontractor(s) in writing within five business days of such action in the event CSD suspends, terminates, and/or makes changes to services to be performed that materially alter the obligation of the subcontractor under this Contract.

4.10.8 Contractor is liable for the failure of performance of the terms, conditions, assurances, and certifications of this Contract, without recourse against CSD over matters involving subcontracts entered into for the implementation of this Contract, including but not limited to disputes, claims, or other legal action for breach of contract, negligence, torts, or criminal acts and other misconduct.

4.10.9 Nothing in this Contract creates or implies a contractual relationship between CSD and any subcontractor or creates any obligation by CSD to any subcontractor. Contractor is liable to CSD for damages to CSD for the acts and omissions of its subcontractors that occur in connection with the implementation of this Contract. Contractor's obligation to pay its subcontractors is independent of any obligation of CSD to pay Contractor, and Contractor shall not represent to subcontractors any such obligation of CSD to pay or ensure payments to subcontractors.

4.10.10 All subcontractors shall be subject to applicable training requirements and shall maintain records of completion and certification in accordance with record-keeping provisions in this Contract. In addition, subcontractors whose training is provided at Contractor's expense will be subject to a retention contract, as indicated in Section 9.1.4.

4.11 Complaint Management Policies and Procedures

4.11.1 Contractor shall establish and maintain policies and procedures for handling complaints and provide applicants an opportunity to register a complaint based on

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their experience with attempts to obtain services under ARPA LIHEAP. The policies and procedures shall be in writing and Contractor shall provide the complaint process to interested individuals upon request.

4.11.2 Contractor shall ensure that all formal complaints are documented and include the date, time, client name and address, and nature of the complaint and the actions undertaken by the Contractor to resolve the issue. For purposes of this section, "formal complaint" means a written complaint filed with the Contractor by the complainant.

4.11.3 If the Contractor's efforts did not result in a resolution, the Contractor may refer the applicant or client to CSD. The Contractor shall contact CSD and explain the issue, actions taken to resolve the issue, and provide CSD with all supporting documentation that indicates the nature and extent of Contractor's effort to resolve the issue.

4.11.4 CSD shall immediately be notified if the Contractor has reason to believe that the complainant will contact the media, a State or Federal oversight agency, or the Governor's Office regarding the complaint.

4.12 Fair Hearing Process for Applications for Denial of Benefits by Contractor

4.12.1 Contractor shall establish a written appeal process to enable applicants who are denied benefits or services, or who receive untimely response or unsatisfactory performance, the right to appeal the decision or performance to the Contractor. Contractor's process shall include, at a minimum, all of the requirements of 22 CCR § 100805 (b) plus:

4.12.1.1 Provisions that ensure that each applicant is notified in writing of the right to appeal a denial of or untimely response to an application, or to appeal unsatisfactory performance. At the time the applicant applies for services, applicant shall be informed of appeal rights and appeal procedures, to include the right to appeal to both the Contractor and to CSD;

4.12.1.2 Provisions that ensure that Contractor will make a good faith effort to resolve each appeal;

4.12.1.3 Provisions that ensure that Contractor shall notify the applicant in writing of the Contractor's final decision within 15 business days after the appeal is requested. If the appeal is denied, the written notification shall include instructions on how to appeal the decision to CSD. Whenever Contractor notifies an applicant of a denial of an appeal, Contractor shall at the same time provide a copy of the final decision to the Manager of CSD's Energy Services Division; and

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4.12.1.4 Provisions to track information on denials and appeals.

4.12.2 Upon receipt of an applicant's appeal of a Contractor's denial of benefits or services, CSD may conduct a hearing in accordance with established procedures. CSD's decision following the appeal and hearing shall be final.

4.13 Fraud, Waste, and Abuse

4.13.1 Contractor shall submit a written report to CSD within 30 calendar days of discovery of incidents and activities, or suspected incidents and activities, involving fraud, waste, and abuse of ARPA LIHEAP funds by Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor. Incidents and activities subject to reporting under this section include, but are not limited to, criminal acts and other violations of law constituting a misuse of funds that could result in cost disallowance. Contractor shall inform CSD within 30 calendar days of any reports or complaints submitted to law enforcement officials by Contractor, Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor, concerning the misuse of ARPA LIHEAP funds.

4.13.2 Contractor shall provide employees, subcontractors, clients, and other parties affiliated with the Contractor the information necessary to report fraud, waste, and abuse to the U.S. Department of Health and Human Services Office of Inspector General Fraud hotline.

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FINANCIAL REQUIREMENTS

ARTICLE 5 - ADMINISTRATIVE AND PROGRAM EXPENDITURES REQUIREMENTS

5.1 Budget Guidelines

5.1.1 Minor Modifications

If Contractor intends to request a minor modification to this Contract, Contractor shall submit a Request for Amendment/Modification Energy (CSD 509), by completing a CSD 509 with a justification supporting the fund transfer or change request. Contractor may submit the signed request for amendment/modification to CSD via email, fax, or hard copy with signature via Mail.

Minor modifications which Contractor may propose for approval by CSD include the following:

5.1.1.1 Transferring funds to increase or decrease the Utility Assistance total allocation;

5.1.1.2 Transferring funds to increase or decrease the Wood, Propane and Oil (WPO) total allocation (ECIP WPO or HEAP WPO);

5.1.1.3 Transferring funds between target service areas, which shall be conditioned upon Contractor meeting its target service areas expenditure requirements, as stated in Article 5.7, Section 5.7.3;

5.1.1.4 Funding transfers that would change the ARPA LIHEAP Supplemental Funds allocations must be done with an updated Business Plan and Budget Plan Budget; or

5.1.1.5 Other Changes to the Business Plan.

5.1.2 Fund Transfer Requirements

5.1.2.1 Funding transfers that would increase amounts available for ECIP EHCS above the 15% maximums are prohibited.

5.1.2.2 Fund Transfer in Service Territory with Multi-Service Areas

If Contractor transfers funds from Administrative, Intake, Outreach, and other Support costs to Direct Services and/or Utility Assistance for a specific service area, then later transfer funds from the remaining service areas to replenish the Administrative, Intake, Outreach, or other Support

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costs such transfer of funds should not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

5.1.2.3 Subsequent transfer of funds to replenish the Support line(s) with Direct Service(s) and/or Utility Assistance funds shall be limited to fund transfer from Service Area(s) that benefited from the preceding transfer.

5.1.3 Sufficient Funds for Crisis Services

Contractor must allocate sufficient funds to offer crisis services through March 15, 2022 or until the Contract Allocation has been fully expended, whichever occurs first.

5.2 Utility Assistance Expenditure Requirements

5.2.1 The Utility Assistance portion of Contractor's grant shall be retained by CSD to enable CSD to make direct utility assistance payments to clients and/or to utility companies. Contractor's Administrative and Assurance 16 budget line item shall be based on Contractor's total allocation, including Utility Assistance.

5.2.1.1 Energy Crisis Intervention Program (ECIP): Electric and Gas (Fast Track)

The total amount allocated to the ECIP Fast Track Program shall be administered by Contractor in accordance with the terms of this Contract, with payments to recipients issued by CSD.

5.2.1.2 Home Energy Assistance Program (HEAP): Electric and Gas Allocation

The total amount allocated to the HEAP Electric and Gas Program shall be administered by Contractor in accordance with the terms of this Contract, with payments to recipients issued by CSD.

5.2.2 ECIP Payments - Electric and Gas (Fast Track)

Payment for applicant's electric and/or gas energy bills shall be made by CSD directly to the utility company or in the form of a dual-party warrant, payable to the applicant and the utility company. All payments shall be deducted from Contractor's Utility Assistance allocation.

5.2.3 HEAP Payments - Electric and Gas

Payment for applicant's electric and/or gas energy bills shall be made by CSD directly to the utility company or in the form of either a dual-party warrant, payable to the applicant and utility company; or, in the case where the cost of energy is included in applicant's rent, a single-party warrant shall be issued, payable to the applicant. All

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payments shall be deducted from Contractor's Utility Assistance allocation.

5.3 Working Capital Advance and Major Purchase Advances

5.3.1 Working Capital Advance (WCA)

Contractor may, in accordance with applicable law, receive WCA payments of allowable program costs per this Contract, provided Contractor complies with the provisions of this section and guidance issued by CSD as is needed to implement this section. In order to receive a WCA, Contractor's financial management systems shall be compliant with the provisions of this Contract, WCA Requirements, applicable CPNs and CPAs, and the standards for fund control and accountability as established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

5.3.1.1 WCA Requirements include the following standards:

5.3.1.1.1 The WCA shall be for the minimum amounts necessary, timed in accordance with Contractor's immediate cash requirements, which will enable Contractor to carry out the purposes of this Contract;

5.3.1.1.2 WCA Requirements issued by CSD to Contractor, while conforming to the requirements of this Section 5.3.1, shall take into account the practical requirements and limitations of efficient administration and the effective implementation of this Contract by both Contractor and the CSD;

5.3.1.1.3 Interest on Advances. Contractor shall deposit all advances in an interest-bearing account. Interest earned, up to $500 per year, may be retained by Contractor for administrative expenses. The account shall be sufficiently segregated to enable the tracking and accounting of WCA funds issued by CSD. Any interest earned on ARPA LIHEAP advances shall be accounted for and expended pursuant to 2 CFR § 200.305(b)(9); and

5.3.1.1.4 Non-advance Payments and Offsets. If Contractor elects not to request a WCA, payment for allowable expenses under this Contract shall be made upon approval by CSD of Contractor's monthly Expenditure Activity Report. If Contractor owes CSD any outstanding balances for overpayments under any contract, current or previous, the balance may be offset, based on arrangements made with the Contractor.

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5.3.1.2 Contractor shall adhere to the WCA Requirements outlined in CPN-E-19-001, which is available online at https://agencies.csd.ca.gov/home/Pages/CPNCPA.aspx.

5.3.1.3 Major Purchase Advances

In the event Contractor needs significant cash outlay for large purchases, a special advance may be requested at any time during the contract term. To request a Major Purchase Advance, the following requirements apply:

5.3.1.3.1 Major Purchases must be pre-approved by CSD in the Business Plan and provided prior to the CSD 558;

5.3.1.3.2 Request must be completed via the Major Purchase Advance Request (CSD 144);

5.3.1.3.3 Limited to purchase of items in excess of $10,000;

5.3.1.3.4 No advance will be issued until the Request for Pre-approval of Purchase/Lease (CSD 558) has been approved by CSD;

5.3.1.3.5 Procurements must comply with the open and competitive bid process, which must be documented through the Request for Pre-approval of Purchase/Lease (CSD 558);

5.3.1.3.6 Advance repayment for major purchases will be liquidated upon the first expenditure reporting period following the date of the purchase of the item or items identified in the Request for Pre-approval of Purchase/Lease (CSD 558). An Advance Request (CSD 144) must reflect 100% liquidation in the month following the expected date of purchase;

5.3.1.3.7 Major Purchase Advance requests will not be granted until such time as no less than 50% of the current WCA has been repaid. The combined total amount of the WCA and Major Purchase advance cannot exceed 25% percent of the Contract or the remaining contract balance, whichever is less; and

5.3.1.3.8 Interest on Major Purchase Advances. Contractor should deposit all major purchase advances in an interest-bearing account. Interest earned, up to $500 per year, may be retained by Contractor for administrative expenses. The account shall be sufficiently segregated to enable the tracking and accounting of Major Purchase Advances funds issued by CSD. Any interest earned on ARPA LIHEAP advances shall be accounted

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for and expended pursuant to 2 CFR § 200.305(b)(9).

5.3.2 WCA and Major Purchase Advance Limits

Pursuant to 22 CCR § 100840(a) the total amount advanced to Contractor at any time, whether in the form of a WCA or Major Purchase Advance, shall not exceed 25% of Contractor's total contract amount, excluding the Utility Assistance allocation amount. If the WCA or Major Purchase Advance request exceeds the remaining balance, then CSD shall only provide Contractor with the amount of the remaining balance. Advance amounts repaid by Contractor may be replaced by additional advances at any time as allowed in this Section 5.3 and corresponding guidance.

5.4 Program Income

5.4.1 Contractor shall maintain records of the receipt and disposition of all "program income" defined in 22 CCR § 100855(c) and pursuant to CPN-A-18-01, as income that is generated or earned as a result of ARPA LIHEAP activities.

5.4.2 Determining Net Program Income

5.4.2.1 Except as provided below in Section 5.4.2.2, any costs Contractor incurs in generating program income may be deducted from gross program income to determine net program income.

5.4.2.2 Contractor shall not deduct from gross program income any allowable program expenses for which Contractor has been, or will be, reimbursed from the ARPA LIHEAP grant award.

5.4.3 Expenditure and Reporting of Program Income

5.4.3.1 Program income must be expended in accordance with the requirements for expenditure of regular ARPA LIHEAP funds, for allowable program purposes.

5.4.3.2 Contractor may expend program income during the term of this Contract. Contractor shall report all such expenditures, along with remaining unexpended program income, at the close-out of this Contract or at such other time(s) as CSD reasonably requires.

5.5 Wood, Propane and Oil Returned Payments

5.5.1 Contractor shall maintain a tracking-log of returned payments for services provided. Returned payments must not be entered into the Expenditure Activity Reporting System (EARS) or CSD's Combined Outcome Reporting Engine (CORE). Upon receipt of the returned payment Contractor shall make the following attempts to

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contact client:

5.5.1.1 Make every reasonable attempt to contact client within five business days of receiving the returned payment during the contract term. The following shall constitute a reasonable effort and be maintained in the client file:

5.5.1.1.1 One phone call attempt stating the client has the option to reclaim the returned payment and provide Contractor with the updated vendor information to reissue the returned payment amount; or

5.5.1.1.2 One letter to the client stating the option to reclaim the repayment and provide Contractor with the updated vendor information to reissue the returned payment amount.

5.5.1.2 Hold the returned payment for the client for 10 business days subsequent to all attempts to contact the client.

5.5.1.3 If the client does not contact Contractor within the above time frames the returned payment shall be added to the current WPO allocation tracking log.

5.5.1.4 If Contractor is unable to identify the client of the returned payment the payment can be added to the current WPO allocation tracking log.

5.5.2 Contractor may expend returned payments on WPO services during the term of this Contract. Contractor shall report all such expenditures, along with remaining unexpended returned payments, at the close-out of this Contract or at such other time(s) as CSD reasonably requires.

5.5.3 Contractor's unexpended returned payments at the close-out of this Contract shall be returned to CSD.

5.5.4 Returned payments received after the close-out of the contract shall be promptly returned to CSD.

5.5.5 If Contractor is unable to determine whether the returned payment is funded from the current contract, the returned payment shall be promptly returned to CSD.

5.6 Allowable Costs

5.6.1 Cost Reporting

5.6.1.1 All costs shall be reported using a "modified accrual" or "accrual" method of accounting.

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5.6.1.2 Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs.

5.6.1.3 Contractor shall report all expenditures at actual cost and shall maintain records and source documentation in such a manner as to substantiate all costs reported.

5.6.2 Administrative

5.6.2.1 General

5.6.2.1.1 Administrative costs shall not exceed the amounts as set forth in allocation spreadsheet, excluding the ARPA LIHEAP Supplemental Funding.

5.6.2.1.2 Administrative Costs shall mean actual costs for auxiliary functions such as salaries, wages, workers' compensation, and fringe benefits for administrative staff, as well as for facilities, utilities, equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program.

5.6.2.2 Contractor shall use Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75) as a guide for determining administrative costs.

5.6.2.3 Administrative Equipment More Than $10,000—Acquisition Costs

5.6.2.3.1 Acquisition costs shall mean the actual costs associated with the purchase of equipment over $10,000 per unit used for administrative purposes.

5.6.2.3.2 Purchase must be pre-approved by CSD in the Business Plan prior to submitting the Request for Pre-approval of Purchase/Lease (CSD 558).

5.6.2.3.3 CSD pre-approval is required for the purchases or lease-purchase option of equipment with a total value greater than $10,000 utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).

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5.6.3 Program Costs

5.6.3.1 General

Program costs are all allowable costs other than Administrative Costs. Program costs include those actual costs that are directly attributable to the performance of this Contract and that are reasonable and necessary as determined by CSD for the purpose of delivering services.

5.6.3.2 Assurance 16

Assurance 16 costs shall not exceed the total amount set forth in the allocation spreadsheet.

5.6.3.3 Intake

Intake shall be allocated at 8% of the ECIP EHCS Budget and 8% of the ECIP/HEAP Direct Services/Utility Assistance Budget based on the Total Allocation, excluding the ARPA LIHEAP Supplemental Funding. Reimbursement shall be limited to actual cost up to 8% of the Total Allocation. Intake in excess of 8% may be charged as an administrative cost not to exceed allowable administrative cost maximum.

5.6.3.4 Outreach

Outreach shall be allocated at 5% each of the ECIP EHCS, ECIP/HEAP and Direct Service/ Utility Assistance, Assistance budgets based on the Contract Allocation, excluding the ARPA LIHEAP Supplemental Funding. Reimbursement shall be limited to actual cost up to 5% of Contract Allocation.

5.6.3.5 Training and Technical Assistance

Training and technical assistance shall be allocated up to 2% of the total ECIP/HEAP allocation based on the Contract Allocation, excluding the ARPA LIHEAP Supplemental Funding. Training and technical assistance shall not exceed these limits and shall be reimbursed at actual cost. Reimbursement shall be limited to actual cost up to 2% of ECIP/HEAP allocation.

5.6.3.5.1 If Contractor determines that an increase in the allowable allocation for training and technical assistance is needed to cover the cost of the software database collection system or related automation training as specified below, then Contractor

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must submit a request to, and obtain prior approval from, CSD.

5.6.3.5.2 Associated training and technical assistance costs may include costs related to travel, admission, materials, and actual salaries/wages. Subcontractor training costs are limited to travel, admission, and materials.

5.6.3.5.3 Training and technical assistance shall include costs associated with the completion of ECIP EHCS-related training as specified in the Training Requirement of Section 9.1 of this Contract. Training may include, but not limited to, internal contractor training, safety training, attendance of ECIP EHCS-related training to include the software database collection system or other forms of training to aid in the development and skill of staff in utilizing and supporting internal program automation systems, and/or ECIP EHCS-related workshops sponsored by utility companies, LIHEAP or CSD training. CSD training may include Local Service Providers Meeting and Association of California Community and Energy Services Roundtable Meetings, and/or other organizations offering a component of ECIP EHCS training, and/or is necessary to carry out the direct delivery of ECIP EHCS services.

5.6.3.5.4 Training for job corps and workforce development trainees shall be limited to required CSD health and safety training sessions, unless otherwise approved by CSD.

5.6.3.6 Acquisition Costs

5.6.3.6.1 Minor Vehicle and Field Equipment Less Than $10,000 – Acquisition Costs.

Minor Vehicle and Field Equipment costs under $10,000 per unit must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

5.6.3.6.2 Major Vehicle and Field Equipment costs $10,000 or Greater – Acquisition Costs Must Be Pre-Approved

CSD pre-approval is required for the purchases or lease-purchase option of vehicles and field office equipment with a total value of $10,000 or greater, utilizing the Request for Pre-approval of Purchase/Lease (CSD 558). Purchase must be pre-approved by CSD in the Business Plan.

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5.6.3.7 Other Program Costs:

Other Program Costs shall mean the actual costs associated with field staff wages, program management and support wages, ancillary supplies, disposal fees, and Historic Preservation review costs, lodging and per diem, vehicle and equipment repair, maintenance, and fuel, waste breakage.

5.6.3.7.1 Workers' Compensation

Workers' Compensation shall mean those actual costs associated with workers' compensation coverage for program staff whose salaries and wages are chargeable under program costs.

5.6.3.8 Liability Insurance

Liability Insurance shall mean those actual costs allocated for insurance bonds, general liability, vehicle insurance, and pollution occurrence insurance (if applicable).

5.6.3.9 General Operating Costs

General Operating Costs may be charged to the program and are for costs that are directly allocable to those activities defined as related facilities, office and computer equipment, office supplies, telephone, travel, and materials and activities to prevent exposure related to COVID-19 as allowable program costs.

5.6.3.10 Automation Costs

5.6.3.10.1 Contractor can expend funds to the Automation Costs (AC) in an amount not to exceed $10,000 or up to $50,000 with pre-approved of the Business Plan, to be used to meet contract program startup requirements such as IT automation needs to comply with updated or new Expenditure Activity Reporting System, Weatherization Database and Core ("CSD System") requirements or contractual reporting requirements programmatic in nature, related to CSD System IT expenses, and with ongoing programmatic IT expenses. AC funds are not limited exclusively to CSD System-related IT expenditures, but any IT expense related to CSD System costs incurred including necessary training on upgrades to Contractor's system.

5.6.3.10.2 If Contractor expended funds in a prior year for a system and now wants to purchase a new system with AC funds,

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Contractor must utilize unrestricted funds and bear the full cost of the conversion to such an alternative system. Contractor may be granted a variance from this requirement provided Contractor's AC plan is appropriately revised and CSD gives its written approval of the plan and request for variance.

5.6.3.10.3 Contractor shall report all automation and IT expenditures related to compliance with the reporting requirements under this Contract in the Automation Costs line item. Such expenditures may include, but is not limited to, computer and IT equipment; approved front-end database acquisition and ongoing subscription costs; IT security implementation costs; and IT systems training. All costs reported in this line item must be directly related to program functions. IT costs related to administrative functions shall be reported as administrative costs pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards (45 CFR Part 75).

5.6.3.10.4 Contractors are limited to reimbursement up to $10,000. Contractor may exceed $10,000 with CSD ARPA LIHEAP Supplemental Allocation as pre-approved by CSD in the Business Plan, not to exceed a maximum a total of $50,000 ($10,000 ARPA allocation and up to $40,000 ARPA Supplemental Funds). Contractor shall allocate costs among contracts when permitted and may not charge the same costs to more than one contract.

5.6.3.10.5 CSD System-related IT costs charged to the AC shall be submitted for reimbursement in accordance with CSD's normal reporting and accounting procedures.

5.6.3.10.6 CSD System-related IT costs that exceed the maximum AC amount of $100,000 may not be reimbursed by CSD, unless pre-approved by CSD in the Business Plan.

5.6.3.10.7 Services procured by Contractor in order to implement updates to Contractor's automated reporting system shall be conducted in compliance with Contractor's procurement policy and with all applicable contract requirements and the provisions of federal and state law.

5.6.4 Direct Services Costs

5.6.4.1 ECIP Emergency Heating and Cooling Services (EHCS)

5.6.4.1.1 ECIP EHCS shall mean actual costs associated with services not to exceed the amount budgeted by Contractor.

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5.6.4.1.2 ECIP EHCS shall mean those costs associated with emergency heating and cooling repair and replacement services and other related costs, including costs associated with labor, materials, subcontractors, permits, HERS Raters, Environmental Hazard Work weatherization materials, and diagnostics all as further defined by the ECIP Policy and Procedures, and the Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy. The ECIP Policy and Procedures is hereby incorporated by reference to this Contract and available on the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

5.6.4.2 WPO Assistance shall mean actual costs associated with services not to exceed the amount budgeted by Contractor.

5.6.4.3 SWEATS shall mean actual costs associated with services not to exceed the amount budgeted by Contractor.

5.6.4.4 PSPS shall mean actual costs associated with services not to exceed the amount budgeted by Contractor.

5.7 Service Area Expenditures Requirements

5.7.1 For purposes of this section the following definitions apply:

"Service Area" means the geographical area for which Contractor receives a discrete grant allocation, whether in a contract pertaining to that geographical area alone, or in a contract covering multiple geographical areas, as for example, multiple counties.

"Service Territory" means the totality of Contractor's Service Area(s), whether: 1) a single county; 2) a portion of a single county; 3) multiple counties; or 4) a single county in combination with a portion of another county. Accordingly, the single Service Area or combined Service Areas for which Contractor provides services constitutes Contractor's Service Territory.

"Target Allocation" means the sum of money from the ARPA LIHEAP state grant designated by CSD for expenditure in a designated Service Area.

"Target Service Area" means the service area for which a grant allocation has been designated on the ARPA LIHEAP Allocation Spreadsheet attached to this Contract.

"Delegation Area" means the administration of ECIP EHCS services are delegated by a CSD Network ARPA Contractors, through an agreement, to Contractor.

Note: If Contractor provides only some ARPA LIHEAP services to a Service Area,

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e.g. ECIP EHCS only or utility assistance services only and another contractor provides other ARPA LIHEAP services in the same Service Area, the contractors are co-service providers with respect to the Service Area in question and each is responsible for that portion of the grant allocation applicable to the services it provides. Contractor's Service Territory includes a Service Area in which the grant allocation is split with another contractor.

5.7.2 This section shall apply to Contractor if any of the following pertain:

5.7.2.1 This Contract involves funding for ARPA LIHEAP services provided by Contractor in multiple Service Areas;

5.7.2.2 Contractor provides only some of the ARPA LIHEAP services in multiple Service Areas under the terms of this Contract; or

5.7.2.3 Some combination of 5.7.2.1 and 5.7.2.2 above.

5.7.3 The Target Allocation(s) specified in this Contract shall be used either: a) to provide services within the geographical boundaries of Target Service Area(s) to which the allocation applies; or b) on behalf of the recipients of benefits who reside within the Target Service Area(s), thereby ensuring that the low-income persons in each Target Service Area receive their appropriate share of the grant award and that direct program funds designated for a particular Target Service Area are not expended for services in another Service Area without good cause.

5.7.3.1 If ECIP EHCS services are provided, Contractor is required to expend at least 90% of the applicable Target Allocation(s) in each Target Service Area(s).

5.7.3.2 Contractor is prohibited from modifying the ECIP EHCS allocation for delegation areas administered through an agreement.

5.7.3.3 Contractor shall, as requested by CSD, submit an Budget Production Worksheet estimating the number of households serviced by the designated allocation for each Target Service Area and track expenditures for WPO and UA.

5.7.3.4 At the time of close-out, Contractor shall submit a report comparing Contractor's production estimates, by Service Area, to actual expenditures, what lessons were learned, and what changes in operations are anticipated in coming years.

5.7.3.5 Contractor may, subject to CSD's written approval, expend a portion of a Target Allocation in another service area in which Contractor provides services pursuant to this Contract, under the following circumstances:

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5.7.3.5.1 When there is no acute need or ready opportunity for full expenditure of direct program funds in the Target Service Area; and

5.7.3.5.2 When Contractor can readily expend direct program funds in an alternate service area to avoid under expenditure or a loss of funding.

5.7.4 Notwithstanding the provisions of Section 5.7.3, Contractor is authorized under the terms of this Contract to combine the Administrative, Intake, Outreach, Assurance 16, and other program support costs, including liability insurance, workers' compensation, and general operating portion of grant allocations for multiple Service Areas for purposes of efficiency and effective contract implementation, provided such combining of funds does not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

5.8 Reimbursement Guidelines

5.8.1 Claims for Reimbursement

Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs. Contractor shall report actual costs incurred for actual expenditures up to any applicable maximum amounts set by this Contract.

5.8.2 Assurance 16

5.8.2.1 Assurance 16 costs and its related services include those actual costs that are directly attributable to the performance of this Contract and that are reasonable and necessary as determined by the CSD for the purpose of delivering services. Assurance 16 costs shall include needs assessment, client education, budget counseling, and coordination with utility companies.

5.8.2.2 Contractor may claim Assurance 16 costs for client education only once when ARPA LIHEAP or other CSD contract funds and services are provided concurrently in the same residential dwelling unit.

5.8.3 Wood, Propane, and Oil Assistance

5.8.3.1 HEAP WPO

Contractor may claim reimbursement for HEAP WPO expenditures and activities expenditures as required in accordance with the terms of this

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Contract.

5.8.3.2 ECIP WPO

Contractor may claim reimbursement for ECIP WPO expenditures as required in accordance with the terms of this Contract.

5.8.4 EHCS Specific

5.8.4.1 Contractor may claim reimbursement for ECIP EHCS-related activities under the terms of this Contract as documented on the CSD ECIP EHCS Assessment Form (CSD 57), or CSD Dwelling Assessment Form (CSD 540), and CSD Combustion Appliance Safety Testing Form(s) (CSD 700 series), if applicable or approved Contractor's equivalent for each eligible household not previously weatherized.

5.8.4.2 Contractor shall ensure that duplicate billings for the same product or service do not occur.

5.8.4.3 All service completed dwellings unit shall be submitted for payment within 90 calendar days of completion or by the due date of the last reporting period of this Contract, whichever is less. A service completed unit shall not be carried over into another contract period, except when there are insufficient funds to cover a portion or the entire cost of rendered services. In the event a completed unit is billed in the subsequent contract, the Contractor must also ensure that the applicant meets the income eligibility requirements.

5.8.4.4 Contractor may claim reimbursement for labor and material expenses associated with Environmental Hazard Work activities intended to assure the health, safety, and well-being of workers and dwelling occupants during the performance of in-home ECIP EHCS services under this Contract. Environmental Hazard Work activities include activities to prevent exposure related to the disturbance of lead paint and the COVID-19 virus. Materials shall include items that are disposable or have temporary use, such as Tyvek suits, hand sanitizer, cleaning supplies, disposable face masks, vacuum cleaner bags/filters, etc. Labor shall include those activities related to prepping and cleaning within the workspace to prevent contamination.

5.8.4.5 Measure Reimbursement

5.8.4.5.1 Measure Maximums

5.8.4.5.1.1 For those ECIP EHCS measures that have an

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established maximum rate, the reimbursement amount shall be equal to the actual labor costs of ECIP EHCS crew members and the actual cost of the materials, subcontracted services not to exceed the maximum reimbursement allowable.

5.8.4.5.1.2 ECIP EHCS measure costs exceeding the maximum reimbursement limit cannot be offset by charging the cost difference to another ECIP EHCS measure, or another CSD program.

5.8.4.5.1.3 When costs for a measure exceed the maximum reimbursement allowed, Contractor shall obtain prior written approval from CSD to exceed the maximum cost reimbursement and/or quantity limit for ECIP EHCS measures as described in Reimbursement Rates for ECIP EHCS Activities located in Article 13. Otherwise, at the Contractor's discretion, Contractor may elect to not provide the ECIP EHCS measure/service in the event the total cost exceeds the maximum cost reimbursement.

5.8.4.5.2 Diagnostics

5.8.4.5.2.1 Contractor may claim reimbursement for combustion appliance safety test and duct leakage test for eligible households.

5.8.4.5.2.2 If the installation of measures was not feasible, and/or the dwelling was not accessible to install measures, Contractor may claim reimbursement for any related assessments and/or diagnostic checks that were performed.

5.8.4.5.2.3 Contractor may claim reimbursement for diagnostics only once when ARPA LIHEAP and other CSD program funds are used concurrently in the same unit.

5.8.4.5.2.4 HERS Rater and permit fees are acceptable expenses and may be charged only once per measure to ECIP EHCS, or other CSD program, per dwelling. HERS Rater fee and permit reimbursement include subcontractor cost, staff time on job site, and fees that will be reimbursed

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based on the actual cost.

5.8.4.5.3 ECIP EHCS Labor Reimbursement

5.8.4.5.3.1 Contractor shall bill the number of actual labor hours and actual labor cost incurred by ECIP EHCS crew members or other persons associated with the installation, diagnostics, removal of debris and appliances, the procurement of permits and services performed by HERS Raters.

5.8.4.5.3.2 Contractor must be able to substantiate all actual labor hours and labor costs charged.

5.8.4.5.3.3 Actual labor hours and costs for ECIP EHCS services shall not exceed the cumulative number of hours on the job site and shall be substantiated with client file documentation, job schedules, and payroll time records.

5.8.4.5.3.4 When the installation of a EHCS measure is subcontracted and there are billable labor hours for Contractor's ECIP EHCS crew members who participate in the installation of that subcontracted measure, Contractor may bill, in addition to the subcontracted expenditure, the actual labor hours and labor costs incurred by Contractor's crew members.

5.8.4.5.3.5 Labor expenses for weatherization service delivery shall exclude labor expenses associated with training, travel to weatherization job sites, staff time not associated with the direct installation and/or performance of weatherization services and activities on the job site, downtime and general operating expenses as provided in subsection 5.8.4.5.5 Other Program Costs.

5.8.4.5.3.6 Lead Safe ECIP EHCS

Contractor may claim reimbursement for renovator certification, defined as field-related labor costs associated with performing lead renovator certification for ensuring lead paint safety on ECIP

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EHCS dwellings built prior to 1978.

5.8.4.5.4 Heating and Cooling Services (HCS/EHCS)

5.8.4.5.4.1 If, during the course of repairing a defective unit, additional problems are found that would increase the cost of repairs to an amount beyond the established limits for repairs, Contractor may claim reimbursement for incurred costs related to the repair in addition to those costs associated with the replacement of the heating/cooling appliance.

5.8.4.5.4.2 Dwellings in which a single appliance has been both repaired and replaced within the same ECIP EHCS component, or under a call-back, Contractor may claim reimbursement for both the repair and the replacement of the appliance. Contractor shall report the single appliance as both a repaired and replaced appliance.

5.8.4.5.4.3 For multi-unit dwellings with a common water heater, Contractor may claim reimbursement for only one water heater. Contractor shall prorate the cost among all dwelling units within that building envelope.

5.8.4.5.4.4 Duct repairs and replacements can be reimbursed by ECIP EHCS when provided in conjunction with emergency heating/cooling services performed under EHCS.

5.8.4.5.5 Other Program Costs

5.8.4.5.5.1 Wages—Field Staff

Contractor may request reimbursement for the actual labor costs including benefits related to ECIP EHCS supervisors, assessors, inspectors, and crew members that are allocable to the program but not associated with the direct installation and/or performance of ECIP EHCS services/activities on the job site and training, including, but not limited to: job scheduling, job preparation, travel time, disposal of appliances and materials, building and prepping of ECIP EHCS materials away from the

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job site and downtime in accordance with any guidance issued by CSD.

5.8.4.5.5.2 Wages – Program Management and Support

5.8.4.5.5.2.1 Contractor may request reimbursement for the actual labor costs related to program management and support staff directly responsible for the direct management and oversight over the ARPA LIHEAP ECIP EHCS program activity or providing direct support to ensure the successful delivery of ECIP EHCS services.

5.8.4.5.5.2.2

Reported costs may include labor costs associated with performing direct support in coordinating the delivery and tracking of ARPA LIHEAP ECIP EHCS program activity, including but not limited to: job scheduling, collating and aggregating of ECIP EHCS activities and materials, staff time associated with Historic Preservation Review activities, obtaining permits, and coordination of subcontracted services.

5.8.4.5.5.3 Lodging and Per Diem

Contractor may claim reimbursement for lodging and per diem related to the installation of ECIP EHCS measures subject to travel and per diem as described in the Travel and Per Diem Section Article 4.6 of this Contract.

5.8.4.5.5.4 Disposal Fees

Disposal fees are acceptable expenses and may be charged only once to ECIP EHCS per appliance and building material waste. Disposal fee reimbursement is limited to the actual cost of the fee.

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5.8.4.5.5.5 Vehicle and Equipment Repair, Maintenance and Fuel

5.8.4.5.5.5.1 Contractor may claim reimbursement for expenses related to upkeep and maintenance of vehicles and equipment used in the direct delivery of ECIP EHCS. Allowable costs shall be limited to expenditures associated with the maintenance of the vehicles and equipment, fuel and oil.

5.8.4.5.5.5.2 Contractor shall maintain records for fuel expenditures, vehicle maintenance and vehicle usage to substantiate allowable travel costs related to and allocable to ECIP EHCS.

5.8.4.5.5.6 Historic Preservation Reviews

Historic Preservation Reviews means those expenses that are subcontracted to a third-party to perform the collection and reporting of potential properties subject to Historic Preservation Review requirements.

5.8.4.5.5.7 Waste Breakage

Waste breakage are those expenses associated with materials that have been damaged and are part of Contractor's inventory or special-order materials that are allocated to CSD programs. The cost of materials that are damaged and benefit multiple programs must be prorated accordingly. Costs must be directly associated to net changes in inventory and not associated with materials chargeable to another measure line item. Reimbursement for waste breakage is not allowable for subcontractors.

5.8.4.5.5.8 Ancillary Supplies

Ancillary supplies are additional low-cost materials or supplies (such as nuts, bolts, screws, and washers) necessary to install a ECIP EHCS measure

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and not easily identifiable to a specific measure or dwelling. Costs of ancillary supplies that benefit multiple programs must be prorated accordingly. Costs must be directly associated to net changes in inventory and not associated with materials chargeable to another measure line item. Reimbursement for ancillary supplies is not allowable for subcontractors.

5.8.4.6 Dwelling Status

5.8.4.6.1 Completed Units

5.8.4.6.1.1 ECIP EHCS

Dwelling units receiving services under ECIP EHCS may be reported as completed and billed immediately upon the completion of ECIP EHCS measures regardless of the completion status of weatherization measures installed in the same dwelling by another CSD program.

5.8.4.6.1.2 If Contractor is not able to complete ECIP HCS direct services during the Contract term, Contractor may complete the dwelling in the next contract year. If Contractor completes the dwelling in the next contract year, Contractor must verify the client meets the income eligibility requirements for the following year in order for the measures and dwelling to be eligible for reimbursement.

5.8.4.6.2 Building Permits

5.8.4.6.2.1 Contractor shall obtain all required permits prior to the commencement of all work performed, unless work is performed as a result of an emergency requiring immediate action where there is an imminent danger and requesting a permit would hinder the Contractor's ability to resolve the emergency. If an emergency is remedied, Contractor shall apply for a permit as soon as reasonably possible.

5.8.4.6.2.2 Penalties or fines imposed on Contractor or subcontractor by the local authority or building

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department are not allowable costs.

5.8.4.6.3 Leveraging Funds

Contractor may perform services and install ECIP EHCS measures in a qualified dwelling as provided herein and in accordance with requirements of any other CSD program and compatible non-CSD funded program, if in the best interest of the client, provided:

5.8.4.6.3.1 Reimbursement for ECIP EHCS activities is claimed only once when ARPA LIHEAP, or any other CSD programs funds and are used concurrently in the same unit;

5.8.4.6.3.2 Contractor may divide materials and labor cost of a single measure among ARPA LIHEAP, or other CSD programs funds when the single measure in question is installed in a dwelling where Weatherization or ECIP EHCS services are provided concurrently under these programs; and

5.8.4.6.3.3 Contractor shall not bill multiple funding sources for the same product or service unless costs are allocated in such a manner that billing is not duplicative and Contractor receives no more than the total cost of the products and services provided.

5.8.5 SWEATS

5.8.5.1 Reimbursement shall be in accordance with CPN-E-20-01 SWEATS Policy.

5.8.5.2 Public Safety Power Shut-Off Preparedness (PSPS) reimbursement shall be in accordance with CPN-E-20-02 and CPN-E-20-02M2.

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ARTICLE 6 - REPORTING POLICIES AND PROCEDURES

6.1 Reporting Requirements

6.1.1 General

6.1.1.1 Contractor shall submit required client/job detailed data for ECIP EHCS activities to CSD's Weatherization Database on a monthly basis, for the period in which the service activity occurred and for which reimbursement for the service activity is requested.

Similarly, adjustments shall be submitted for the monthly period in which services occurred.

6.1.1.2 Contractor shall request reimbursement for expenditures associated with all Contract activities (excluding ECIP Fast Track and HEAP Electric and Gas) by reporting in the EARS, in accordance with CPN-E-19-002; Energy Policies and Procedures, which is available online at https://agencies.csd.ca.gov/home/Pages/Home.aspx.

6.1.1.2.1 Expenditures for Admin, Assurance 16, Intake, ECIP WPO, HEAP WPO, ECIP EHCS, SWEATS, and EHA-16 program costs shall be reimbursed through the ARPA LIHEAP Monthly EHA 16 Expenditure Activity Report via EARS.

6.1.1.2.2 Contractor shall submit adjustments in accordance with CPN-E-19-002.

6.1.1.2.3 Payment to Contractor for any given month shall be contingent upon receipt and approval by CSD of the preceding monthly submission.

6.1.1.3 Contractor shall ensure that the data reported in the Weatherization Database and the request for reimbursement reported in EARS, reconcile in accordance with CPA-E-18-005.

6.1.1.4 Contractor shall submit client details electronically to CORE for ECIP Fast Track, HEAP Electric and Gas, ECIP WPO, and HEAP WPO.

Contractor shall submit to CORE, applications that have received a pledge for ECIP Fast Track or HEAP Electric and Gas to CORE, within the timeframe specified in the Direct Pay Utility Pledge Timeframe document located on the contract page of the CSD Local Agencies Portal.

6.1.1.5 Contractor shall submit requested client files, records, and documents to

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the File Transfer Protocol (FTP) Server as requested by CSD. CSD shall use Contractor submitted documents to perform an in-house desk review to verify compliance with financial, administrative, and programmatic requirements.

6.1.1.6 Reporting System Requirements

6.1.1.6.1 CSD will provide Contractor with specifications of minor IT reporting changes or other minor changes, and upon receipt of the specifications, Contractor shall implement system changes in their local system within 30 calendar days. Minor changes are those that are routine in nature to begin performance under the Contract such as but not limited to adjustments to the Expenditure Activity Report layout, adding or deleting measures and adjusting eligibility guidelines.

6.1.1.6.2 Major reporting changes, upon receipt of the specifications, shall be implemented in Contractor's local system as negotiated by CSD. Major IT system changes are those changes made to the business rule validations as listed in the most current Weatherization DTR and/or new field lines as outlined in the Data Transfer Reference Document (Schema-Breakdown). The most current Weatherization DTR and Data Transfer Reference Document (Schema-Breakdown) are located on the CSD Local Agencies Portal on the System Specification website page.

6.1.2 CSD Review and Approval of Reports

6.1.2.1 CSD shall review and approve Contractor's monthly reimbursement/activity reports before offsets to advances or reimbursement payments are issued. CSD will conduct an ongoing evaluation of Contractor's performance related to program and fiscal operations and its demonstrated ability to effectively utilize all funds available under this Contract.

6.1.2.2 The issuance of other CSD contracts, including reimbursement payments to the Contractor, shall be contingent upon timely receipt of the required reports and/or compliance with the material requirements of this Contract.

6.1.3 Close-out Report

6.1.3.1 Contractor shall submit on appropriate CSD forms, a close-out report, verifying all actual, allowable, and allocable costs earned during the term of this Contract and return all excess reimbursement and unexpended

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funds to CSD within 30 calendar days of the expiration of this Contract. If Contractor fully expends funds prior to the end of the contract term, all appropriate CSD close-out forms shall be submitted within 30 calendar days of final expenditure.

6.1.3.1.1 Administrative costs, outreach, intake, Assurance 16, Training and Technical Assistance shall not exceed the maximum allowable amounts.

6.1.3.1.2 Administrative and Assurance 16 costs shall remain proportionate to the cumulative allowable program expenditures for Direct Services and Utility Assistance. Any Administrative and Assurance 16 costs that exceed these limits shall be disallowed.

6.1.3.1.3 Subsequent payments, including advance payments, for ARPA LIHEAP or other CSD contracts may be withheld, absent timely receipt of the close-out report of this Contract.

6.1.3.2 The issuance of other CSD contracts, and reimbursement and advance payments for existing contracts, may be withheld, absent receipt of the close-out report which is due no later than 30 calendar days after Contractor fully expends or the end of the Contract term.

6.1.3.3 The close-out report shall include the following:

6.1.3.3.1 Close-out checklist with authorized signature (CSD 733);

6.1.3.3.2 Interest and Program Income Earned Reconciliation Report (CSD 733F);

6.1.3.3.3 Report comparing production estimates, by Service Area, to actual expenditures, what lessons were learned, and what changes in operations and service delivery are anticipated in coming years; and

6.1.3.3.4 Equipment Inventory Schedule (CSD 733G).

6.1.3.4 Interest and Program Income-Earned

Contractor shall use a CSD 733F, ARPA LIHEAP Interest and Program Income Earned Close-out Reconciliation, to report actual costs and/or interest income earned and expended. Pursuant to CCR § 100855 and in accordance with CPN-A-18-01 Program Income, program income earned and expended are subject to the expenditure and reimbursement guidelines

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for the program year in which expenditures occurred.
Any ECIP EHCS materials purchased with the funds under this Contract and remaining at the Contract expiration shall be credited against Contractor's ECIP EHCS materials expenditures under this Contract and charged to whatever other weatherization program Contractor may have in effect. If Contractor has no other weatherization program in effect, CSD shall determine how the materials will be disposed and what, if any, financial adjustments are required.

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PROGRAMMATIC REQUIREMENTS

ARTICLE 7 - PROGRAM POLICIES AND PROCEDURES

7.1 Business Plan

7.1.1 Contractor shall submit the Business Plan to CSD for review and approval, by a date as determined by CSD.

7.1.1.1 The Business Plan is intended to systematize the gathering of planning information to increase service capacity, implement ARPA LIHEAP household enrollment strategies, and coordinate service delivery strategies to assist CSD with its obligations under federal statute to provide programmatic assurances to the Secretary of the U.S. Department of Health and Human Services under the LIHEAP block grant, provide regular reports to the California State Legislature, and to enable the Contractor to plan and propose a budget that is consistent with ARPA LIHEAP and reflective of the needs of the local low-income population.

7.1.1.2 The ARPA LIHEAP Supplemental Funding (ASF) is an additional allocation to assist Contractor with the ramp-up and implementation of the Contract and has not been factored into the maximum Program Support Costs such as intake, outreach, training and technical assistance, etc. Therefore, Contractor may use the ASF to exceed the Support Costs contract maximums, Direct Services Costs, or Program Costs, as needed.

7.1.1.3 Contractor must complete the Business Plan to utilize the ASF, which will be expended first and prior to the regular allocation, in any of the following categories:

7.1.1.3.1 Direct Services Costs (UA, ECIP EHCS, WPO, SWEATS, and PSPS);

7.1.1.3.2 Administrative Costs;

7.1.1.3.3 Intake;

7.1.1.3.4 Outreach;

7.1.1.3.5 Training and Technical Assistance;

7.1.1.3.6 Automation Services not to exceed $40,000 of ASF funding; or

7.1.1.3.7 Program Costs.

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7.1.1.4 Contractor must obtain CSD pre-approval of the Business Plan prior to submitting the CSD 558 for Administrative Equipment over $10,000 and Major Vehicle and Equipment over $10,000.

7.1.2 CSD will review the Business Plan to ensure compliance with federal and state laws and departmental requirements.

If the Business Plan documents do not indicate that the Contractor's proposed services and activities are in compliance with federal and State law governing the LIHEAP block grant, CSD may require Contractor to amend or supplement the responses or documentation, prior to execution of this Contract by CSD.

7.1.3 CSD's approval of the Business Plan documents submitted by Contractor shall not be construed as approval of any costs expended under this Contract. The approval of all expenditures remains subject to the federal and state requirements that the actual costs be allowable and allocable in accordance with applicable statutes, regulations, and the provisions of this Contract.

7.2 Program Standards and Regulatory Requirements

7.2.1 Program Standards

7.2.1.1 Contractor shall adhere to all CSD program standards pursuant to the following documents which have been incorporated by reference and made part of this Contract as if attached hereto:

7.2.1.1.1 CSD Technical Reference Manual (TRM);

7.2.1.1.2 ECIP Policy and Procedures;

7.2.1.1.3 Official State and Federal Program Notices and Guidance Documents;

7.2.1.1.4 Current Eligibility and Verification Guide and Special Addendum for ARPA LIHEAP;

7.2.1.1.5 Weatherization DTR; and

7.2.1.1.6 Utility Assistance Data Transfer Business Rules.

7.2.1.2 Upon signing the Contract, Contractor is acknowledging receipt of all current technical manuals, policies, and protocols.

7.2.1.3 In the event of inconsistencies between policies and field protocols contained within the TRM and this Contract, Contractor shall abide by the

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terms of this Contract.

7.2.2 Regulations

7.2.2.1 Standards contained in the most current Uniform Building Code and local city and county codes shall take precedence over the CSD TRM if the code requirement is not included in the manual and/or is more stringent.

7.2.2.2 All work performed by Contractor shall be in compliance with the most current and applicable provisions of the California Energy Commission Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations.

7.2.2.3 Services provided to all covered pre-1978 dwellings shall be in compliance with the most current Environmental Protection Agency rules in 40 CFR 745 et seq., Lead-Based Paint Poisoning Prevention in Certain Residential Structures, and the Housing and Urban Development rules in 24 CFR 35 et seq., Lead-Based Paint Poisoning Prevention in Certain Residential Structures.

7.2.2.4 All materials utilized for ECIP EHCS purposes shall be in conformance with the Department of Housing and Human Services rules in 45 CFR Part 75, Uniform Administrative Requirements for Cost Principles, and Audit Requirements for HHS Awards.

7.2.3 Title 24

7.2.3.1 Contractor shall, when required by its local jurisdiction, obtain a building permit when additions or alterations of existing residential buildings are performed or when a component, system, or equipment of an existing building breaks, cannot be repaired and must be replaced.

7.2.3.2 The Title 24 energy conservation measure requirements to be applied are those applicable to the California Energy Commission (CEC) Climate Zone where the dwelling is located. For a listing of the CEC climate zones, refer to the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

7.2.3.3 Contractor shall obtain the services of a qualified HERS Rater when required to perform required field verification and diagnostic testing on applicable ECIP EHCS measures and building alterations performed under this Contract.

7.2.3.4 The HERS Rater shall be an independent entity from the builder or

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subcontractor performing the building alteration and/or energy-efficiency improvement being tested and verified and shall have no financial interest in the work performed.

7.2.4 Pre-1978 Dwellings

7.2.4.1 Lead-based paint is presumed to be present in all pre-1978 units unless the dwelling unit has previously been certified by a California Certified Inspector/Risk Assessor to be lead-free.

7.2.4.2 HUD units not previously certified to be lead free, built prior to 1978, and receiving ECIP EHCS services in which painted surfaces exceeding de minimis levels are disturbed, require the successful achievement of lead-safe standards after the completion of ECIP EHCS services. Contractor shall assure that a third-party California Certified Inspector/Risk Assessor performs the clearance inspection after the completion of ECIP EHCS services and that the Assessor deems the ECIP EHCS HUD unit as lead-safe.

7.2.4.3 Contractor shall document notification to tenants of multi-unit housing of ECIP EHCS activities in common areas using the Notice of Weatherization/Renovation (CSD 320) or approved Contractor's equivalent and Record of Tenant Notification Procedures (CSD 322) or approved Contractor's equivalent.

7.3 Service Guidelines

7.3.1 Contractor shall provide services on a first-come, first-served basis to households that income qualify and meet all LIHEAP eligibility requirements.

7.3.2 Households that receive benefits or services are not subject to the LIHEAP Local Agency Plan and Priority Plan points per the Eligibility and Verification Guide and Special Addendum for ARPA LIHEAP.

7.3.3 Equitable Treatment

Contractor shall ensure that owners and renters receive equitable treatment under this program.

7.4 Outreach and Intake Activity Guidelines

7.4.1 Outreach

Contractor shall perform appropriate outreach activities to ensure that households in the service area(s) are informed about all ARPA LIHEAP services and have an

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opportunity to apply for such services.

7.4.2 Intake

Contractor shall use intake program funds for determining eligibility of applicants seeking ARPA LIHEAP services. Services include the process of completing an intake application and reviewing applicant documentation. Contractor shall:

7.4.2.1 Establish reasonable hours whereby applicants will have access during regular business hours to seek program information with an assurance that the Contractor shall respond to the applicant's request within a reasonable amount of time;

7.4.2.2 Ensure applicants have access to applications, whether in hardcopy or electronic format, during regular business hours. Contractors whose offices are not staffed Monday through Friday must arrange for alternative points of access to ARPA LIHEAP applications. Contractor may satisfy this requirement by posting their application for download on their website or post a link directing applicants to an application posted at CSD's website at www.csd.ca.gov or at alternate location(s);

7.4.2.3 Accept applications for assistance during regular business hours;

7.4.2.4 Accept applications for ECIP Fast Track and WPO at sites that are geographically accessible to all households in the area served by Contractor;

7.4.2.5 Provide low-income individuals who are physically infirm with the means to submit applications for HEAP and ECIP without leaving their residences;

7.4.2.6 All sites where intake is conducted must be accessible to the disabled;

7.4.2.7 Contractor shall utilize the Energy Intake Form (CSD 43), or approved Contractor's equivalent, as a multipurpose form for referrals to the CSD's Weatherization programs, the ARPA LIHEAP ECIP EHCS program, ARPA LIHEAP HEAP program, and DOE program; and

7.4.2.8 If Contractor opts to "pre-screen" applicants for benefits by discussing eligibility criteria and by counseling potential clients in advance of their completing and submitting an Energy Intake Form (CSD 43) or approved Contractor's equivalent, Contractor must apply income guidelines and Contractor's Priority Plan when prescreening applicants. If the applicant appears to be ineligible, Contractor must so inform the applicant but must nevertheless notify prescreened applicants of the right to apply for benefits

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upon changes in the prescreened applicant's circumstances and status. Energy Intake Form (CSD 43) or approved Contractor's equivalent must be provided to a potential client upon request, whether or not a prescreening process is employed.

7.4.3 Applicant Written Notification of Benefits

Within 15 business days of receiving an application Contractor shall provide the applicant written or electronic notification of the application status, indicating whether the application has been approved, denied, deemed incomplete, or is still pending review.

7.4.3.1 If approved, the notice shall indicate the nature and an approximate timeframe in which the utility assistance payment will be provided. The name of the utility company and the amount of the benefits also shall be included in the notification for Utility Assistance.

7.4.3.2 If denied, the notice shall indicate the reason for the denial and information regarding the appeal process.

7.4.3.3 If incomplete, the notice shall indicate what additional information or documentation is required.

7.4.3.4 If pending review, the notice shall provide a revised estimate of when the status of the application will be determined. Contractor must follow-up with a notification when a determination has been made.

7.5 Assurance 16 Activity Guidelines

Assurance 16 program funds shall be used for services that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance such as needs assessment, client education and budget counseling, and coordination with utility companies. These funds may not be used to identify, develop, and/or demonstrate leveraging programs.

7.5.1 Needs Assessment

Contractor must conduct a needs assessment for each client who submits an application that shall include computing the energy burden of each applicant's household and serving households on a first-come, first-served basis.

7.5.2 Client Education/Budget Counseling – General Requirements

Contractor shall provide all recipients of energy assistance under this Contract with applicable energy conservation information and budget counseling. As a minimum

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Contractor shall include the following:

7.5.2.1 Information regarding the importance of applying for energy assistance prior to falling behind in utility payments and information concerning various utility company budget payment plan(s) and other forms of energy assistance offered within the State;

7.5.2.2 Written information that describes energy-saving behavioral adjustments that will decrease the energy consumption of the household; and

7.5.2.3 Resource information, referral, family, and budget counseling in order to assist clients in achieving self-sufficiency.

7.5.3 Client Education/Budget Counseling – ECIP EHCS Specific

7.5.3.1 In addition to the above provisions, Contractor shall place in the client's file the Client Education Confirmation of Receipt (CSD 321) or approved Contractor's equivalent that substantiates that the client was provided with energy conservation, budget counseling, and mold, radon and lead-based paint education.

7.5.3.2 Contractor shall provide the EPA pamphlet, "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools."

7.5.3.3 Contractor shall provide to all clients the EPA pamphlet, "A Brief Guide to Mold, Moisture, and Your Home."

7.5.3.4 Contractor shall provide the client with an explanation of the effect of each measure in terms of preventing air infiltration or the escape of heated or cooled air from the dwelling and how to maximize the effect of such measures.

7.5.3.5 Contractor shall provide all clients with the EPA pamphlet, "A Citizen's Guide to Radon: The Guide to Protecting Yourself and Your Family from Radon."

7.5.4 Coordination

7.5.4.1 Contractor shall refer all potentially eligible applicants, including HEAP applicants, to CSD's Weatherization Programs, ECIP EHCS, Arrearage Management Plan (AMP), California Alternative Rates for Energy Program (CARE), Reduced Rate Program (RRP), DOE, or other energy or conservation programs. Contractor shall coordinate its activities with other federal, state, or local energy conservation programs with the goal of

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conserving energy, improving thermal efficiency, or defraying energy costs of low-income households.

7.5.4.2 Contractor shall provide assistance in coordinating the payment of client's energy/utility bill with the appropriate energy vendor or utility company. Contractor may also perform other coordinative activities with energy vendors/utility companies to provide input relative to the energy assistance needs of California's low-income households and a proactive educational concept in serving clients. This includes attending the California Public Utilities Commission's Low-Income Oversight Board Committee meetings.

7.6 Leveraging Activities

7.6.1 When ECIP EHCS services are provided Contractor shall refer or recommend another CSD Weatherization Program assessment, in accordance with the CSD TRM.

7.6.2 Leveraging ECIP EHCS or weatherization funds from another CSD Program may be used to install ARPA ECIP EHCS measures in accordance with the CSD TRM. Client files shall be documented accordingly.

7.6.3 If Contractor is leveraging with non-CSD funded programs to meet CSD program requirements, then Contractor shall ensure that any non-CSD leveraged-funded activity performed in conjunction with the ECIP EHCS program, is in conformance with CSD TRM. If permitted by the leveraged-funding source, Contractor shall document within the ECIP EHCS client file the activity performed, date of the activity performed, and the source of the leveraged funds. If the leveraged-funding source prohibits the disclosure of such information, Contractor shall as a minimum make reference to the leveraged activity within the ECIP EHCS client file.

7.6.4 CSD may use information about leveraged activities paid for with funds from leveraged-funding source for the purpose of verifying the delivery of ECIP EHCS services. CSD may review and verify or use a third-party inspector to review and verify that the leveraged-funded activities conform to applicable standards and practices.

7.7 Record-Keeping Responsibilities

7.7.1 Contractor shall maintain client intake/needs assessment form(s) for HEAP, and ECIP, together with appropriate supporting documentation and shall maintain separate client files containing supporting documents related to disqualifications, denials, and appeals for each applicant who is not certified as being eligible to receive assistance.

7.7.2 Contractor shall ensure that the ECIP Home Energy Supplier Assurance (CSD 416) or

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approved Contractor's equivalent is completed by each nonregulated utility company, e.g., propane suppliers, wood suppliers, etc., providing services to clients of this Contract.

7.7.3 Contractor shall make a reasonable effort to collect the completed Client/Customer Consent Form and Authorization to collect energy usage data when the client applying for services is not the person listed as the account holder of the utility bill. Client services shall not be denied if the client or bill account holder refuses to sign the consent form.

7.7.4 All Client Files – General Requirements

Contractor shall maintain a separate file for each applicant by either a hard copy or electronic file, or a combination of both. Contractor must ensure that the method selected to maintain files does not impose unreasonable effort in CSD's ability to review any files. These files shall include, the following documentation, when applicable:

7.7.4.1 For Public Agencies only: Statement of Citizenship, Alienage and Immigration Status for Public Benefits, (CSD 600), and supporting documents;

7.7.4.2 Energy Intake Form (CSD 43) or approved Contractor's equivalent. Priority points must be written in the designated space on the Intake form;

7.7.4.3 Utility/energy bill(s) for all sources of energy used by qualified households;

7.7.4.4 Documentation supporting eligibility in accordance with the Eligibility and Verification Guide and Special Addendum for ARPA LIHEAP;

7.7.4.5 Client Education Confirmation of Receipt (CSD 321) or approved Contractor's equivalent that substantiates that the client was provided services in accordance with Assurance 16 requirements;

7.7.4.6 Written Client denial or approval notification; and

7.7.4.7 Client/Customer Consent Form and Authorization (CSD 081) – Only requested when the client is not the account holder of the utility bill.

7.7.5 Client Files - ECIP Fast Track, ECIP WPO, HEAP, and WPO

Contractor shall maintain the following documents for each applicant receiving cash assistance services, as applicable:

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7.7.5.1 Documentation that substantiates the requested ECIP Fast Track supplemental payment including the total amount due (at the time of intake) to the utility company, reconnection fees, and any other assessed utility fees/surcharges; it shall provide the condition(s) that establishes eligibility for benefits in accordance with ECIP Fast Track Benefit Determination Section 8.3 in subsection 8.3.3.2; and

7.7.5.2 Documentation substantiating the portion of rent that is allocated toward energy costs (HEAP and ECIP: Utilities included in rent and WPO only).

7.7.6 Client Files - ECIP EHCS Specific

Contractor shall maintain the following documents for each applicant receiving ECIP EHCS services, if applicable:

7.7.6.1 CSD Dwelling Assessment (CSD 540 series) or approved Contractor's equivalent;

7.7.6.2 Combustion Appliance Safety Inspection (CASIF) (CSD CASIFs 700 or CSD 702 series);

7.7.6.3 Duct Test Data Sheet (CSD 706);

7.7.6.4 CSD Weatherization Deferral (CSD 542) and other source documentation supporting deferrals and appeals;

7.7.6.5 Notice of Weatherization/Renovation (CSD 320) or approved Contractor's equivalent;

7.7.6.6 ECIP EHCS Assessment (CSD 57);

7.7.6.7 Record of Tenant Notification Procedures (CSD 322) or approved Contractor's equivalent;

7.7.6.8 Energy Service Agreement for Occupants (CSD 515A) or approved Contractor's equivalent;

7.7.6.9 Energy Service Agreement for Rental Property Owners (CSD 515B) or Contractor's equivalent;

7.7.6.10 Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or approved Contractor's equivalent;

7.7.6.11 Client confirmation of work completed;

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7.7.6.12 Required building permits or buildings permit applications, or documentation of permit cost; and documentary evidence of final permit;

7.7.6.13 Copy of lead clearance inspection by a California Certified Inspector/Risk Assessor for applicable pre-1978 HUD units;

7.7.6.14 Waivers from CSD to exceed maximum costs of weatherization measures;

7.7.6.15 Documentation that substantiates all actual labor hours including a time and activity log associated with each job;

7.7.6.16 Documentation of measures installed and leveraged with other CSD and non-CSD weatherization program funds;

7.7.6.17 Documentation that substantiates the criteria and basis for replacement of gas and electric appliances, including results of required diagnostic tests, and the non-feasibility of Measures not performed or installed;

7.7.6.18 Documentation referring to CSD or non-CSD weatherization;

7.7.6.19 Documentation of HERS inspection report and a copy of the invoice from the HERS Rater, in addition to the Residential Compliance Form (CF-1R, CF-4R and CR-6R);

7.7.6.20 Documentation providing evidence that the client receiving disaster-related services was a victim of a natural disaster;

7.7.6.21 All Historic Preservation Online (HPO) review documentation, including copies of the printed Project Description sheet (PDS) and HPO site e-mails;

7.7.6.22 Photographic documentation as required by the CSD TRM;

7.7.6.23 Lead Safe Weatherization and Lead Renovation, Repair and Painting Compliance Report (CSD 708);

7.7.7 Client Files – SWEATS Specific

Contractor shall maintain the required documents for each applicant receiving services under SWEATS in accordance with CPN-E-20-01 SWEATS Policy.

7.7.8 Translation of Forms

Contractor shall use a certified translator deemed qualified by the Contractor when translating CSD forms that require a client/customer signature into a foreign

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language.

7.7.9 ECIP EHCS Specific

7.7.9.1 Labor and Materials

7.7.9.1.1 Contractor shall maintain documentation in such a manner that include job references and total labor hours so that actual costs and actual labor hours billed to the ECIP EHCS programs can be substantiated.

7.7.9.1.2 Contractor shall document all costs expended under this Contract with purchase orders, inventory records, and payroll records identifying the funding source.

7.7.9.1.3 Contractor shall maintain documentation in such a manner to prove that materials used under this program conform to the requirements contained within the CSD TRM and state, county, or local regulations.

7.7.9.2 Training

Contractors who perform ECIP EHCS services are required to input, update, and maintain employee data in the CSD Training Database. The Training Database is located and maintained on the CSD Local Agencies Portal and is a repository for Contractor and their subcontractors to track and monitor employees' completed trainings as they progress through the CSD training curriculum. The Training Database shall also document all training received for each employee and shall include for each training session/course the source/location, type/content, and completion date.

7.7.9.2.1 CSD shall maintain all training records in the Training Database for trainings completed through the CSD Online Weatherization Training Center, CSD-approved Training Centers, and field or classroom training provided by CSD or its agents.

7.7.9.2.2 Contractors shall maintain all training records in the Training Database for trainings provided by third parties for OSHA 10, OSHA 30, and EPA Renovator certifications as designated by CSD.

7.7.9.2.3 Contractors shall be responsible for maintaining the required training records in the same manner for their subcontractors.

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7.7.9.2.4 Contractors shall update the Training Database employee information on or before the first day of each subsequent month.

7.7.9.3 Equipment

7.7.9.3.1 Contractor and subcontractors who perform combustion appliance safety tests shall maintain the Carbon Monoxide Analyzer Calibration Log (CSD 785) documenting the calibration of all analyzers as required.

7.7.9.3.2 Contractor and subcontractors who perform shell leakage testing and duct leakage diagnostic tests shall maintain the Manometer Calibration Log (CSD 786) documenting the calibration of all manometers as required.

7.7.9.3.3 Contractor and subcontractors who keep an inventory of portable appliances for the SWEATS program shall maintain a log documenting the location of all portable appliances on loan and in reserve. The log shall document the retirement or loss of the equipment.

7.7.10 Automation

7.7.10.1 Contractor shall use an automated application system capable of supporting ARPA LIHEAP's (ECIP EHCS, ECIP WPO, and HEAP WPO) data collection, reporting requirements, and client data transmission to CSD. No database transfer will be accepted prior to the completion of successful data file transfer testing to CSD. Contractor shall submit the data in accordance with CSD's Weatherization DTR layout found at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx. Contractor shall exercise best practice and perform a daily backup of all client data/application systems that capture ARPA LIHEAP service detail. Contractor shall assure that adequate files are maintained as required in Section 7.7.

7.7.10.2 Contractor shall also be responsible for monitoring the CORE online reports and for resolving payment issue(s) related to the delivery of benefits. The Agency Allocations/System Maintenance screen shall display historical and current detail level of program allocation information, summarizing Contractor's annual program allocation, expenditures, and returned benefits eligible for reissuance, if any. The Variance Report shall display the detail level of benefit information whereby the eligible benefit amount differs from the paid benefit amount. For resolution of partial credit returns, Contractor shall be responsible for

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following up with the client to resolve payment issue(s) and for providing CSD with the necessary information to reissue benefit(s). For full credit returns and warrant redeposits, Contractor shall be responsible for resolving and updating client data in CORE to reissue benefit(s).

7.7.10.3 Utilizing reporting options available within the CORE On-Line System, Contractor shall be responsible for generating HEAP and ECIP (Fast Track) reports to attain data specific to the following: rejected records, intake data, client and payment status, expenditures and current allocation balance, returned benefits, summarized county energy costs and burden, and a year-to-date goal status.

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ARTICLE 8 - PROGRAM IMPLEMENTATION

8.1 HEAP/WPO Activity Guidelines

8.1.1 Applicant Eligibility

8.1.1.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.1.1.2 Income verification must be for one month. For acceptable types of documentation and processing timeframes, refer to the current Eligibility and Verification Guide and Special Addendum for ARPA LIHEAP at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

8.1.1.3 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for WPO to determine the client's energy burden.

8.1.2 Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment during the term of the contract. However, Contractor can use program income or leverage other CSD contracts to provide a supplemental ECIP Fast Track/WPO or HEAP/WPO for clients experiencing an extenuating circumstance. In addition to receiving one ECIP (Fast Track/WPO) or HEAP/WPO payment and/or supplemental program income benefit payment, eligible households may receive ECIP EHCS services.

8.1.3 Contractor may establish a maximum benefit for HEAP WPO payments; such maximum shall be consistently applied. ECIP WPO payments cannot exceed $1,000.

8.1.4 Contractor must exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Contract.

8.1.5 Once applicants meet the eligibility and funds are available:

8.1.5.1 Contractor shall complete the ECIP/HEAP Payment Request Confirmation (CSD 415) or approved Contractor's equivalent form or approved Contractor's equivalent process that confirms payment was made to the client's account. If the client does not have an account, confirmation of the delivery of the benefit to the client is required;

8.1.5.2 Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil;

8.1.5.3 CSD will not make payments to clients for WPO assistance; and

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8.1.5.4 Before paying energy vendors, Contractor shall verify that charges for the services and goods provided are reasonable and within fair market value.

8.1.6 Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.

8.1.7 Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred, unless a formal contract, approved by CSD, between Contractor and vendor provides for other terms.

8.2 Weatherization Activity Guidelines: Only Applies to ECIP Emergency Heating and Cooling

8.2.1 Applicant Eligibility

8.2.1.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.2.1.2 Income verification must be for one month. For acceptable types of documentation, refer to the current Eligibility and Verification Guide and Special Addendum for ARPA LIHEAP at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

8.2.1.3 Contractor shall certify a household's income eligibility prior to the delivery of energy program services.

8.2.1.4 The income certification shall remain in effect for a period of 120 days from the date applicants are deemed eligible for services.

8.2.1.5 Contractor shall recertify household's income eligibility by obtaining updated income verification documentation if the dwelling assessment has not been completed within 120 days from the income certification date.

8.2.1.6 In the event the Contractor is unable to perform all weatherization services within the 180 days from dwelling assessment date, Contractor shall obtain updated income verification documentation to recertify the household's income eligibility.

8.2.1.7 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for wood, propane, and oil to determine the client's energy burden.

8.2.2 Dwelling Eligibility

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8.2.2.1 Contractor shall perform the assessment of ECIP EHCS dwellings within 120 days of the income certification date to receive ECIP EHCS assistance services.

8.2.2.2 Contractor shall complete the post-combustion appliance safety test within 60 days from the date of the pre-combustion appliance safety test. In the event the Contractor is unable to perform the work associated with the combustion appliance safety testing and the post-combustion appliance safety test within the 60-day period, Contractor shall perform another pre-test for the dwelling prior to commencing the delivery of any form of ECIP EHCS assistance services.

8.2.2.3 Contractor shall complete ECIP EHCS services within 180 days from the date of the original assessment of a dwelling.

8.2.2.4 Permission to Provide Services

8.2.2.4.1 Contractor shall obtain written permission of the owner-occupied dwelling from the tenant and the owner (or owner's agent) to perform any ECIP EHCS services. Such permission shall be recorded on the Energy Service Agreement for Occupant (CSD 515A) or approved Contractor's equivalent or the Service Agreement for Rental Property Owner (CSD 515B) or approved Contractor's equivalent.

8.2.2.4.2 If during the course of performing ECIP EHCS services in a dwelling, Contractor identifies that significant structural and/or engineering changes may occur, Contractor shall re-obtain written permission of the owner-occupant dwelling from the owner of a rental unit prior to continuing with the scheduled work.

8.2.2.5 Rent Increase Restrictions

8.2.2.5.1 For a period of two years after ECIP EHCS work has been completed on a dwelling containing a unit occupied by an eligible household, the tenants in that unit (including households paying for their energy through their rent) will not be subjected to rent increases unless those increases are demonstrably related to matters other than the weatherization work performed.

8.2.2.5.2 Tenants shall be given a written summary of these conditions with the current telephone number of the Contractor with

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instructions on how to file a complaint should these conditions not be met. Contractor shall investigate all complaints filed and shall forward a copy of all written complaints to CSD or, if a verbal complaint has been made, contact CSD with the details of the complaint-including date complaint was made, date investigations began, and results.

8.2.2.5.3 CSD will evaluate the merits of the complaint and all supporting documentation. If CSD determines a complaint is valid, CSD may pursue collection activities against the landlord in the amount equal to the weatherization work performed on that unit and/or building.

8.2.2.6 Multi-Unit Dwellings

8.2.2.6.1 If dwelling units are qualified for services through a federal, state, or local government rehabilitation program, documentation to verify participation in the rehabilitation program is required in the master job file.

8.2.2.6.2 Contractor shall complete a Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or approved Contractor's equivalent for each building and shall maintain a copy in each individual client file.

8.2.2.6.3 Contractor shall certify unit eligibility by completing Energy Intake Form (CSD 43) or approved Contractor's equivalent for each dwelling unit in each building. Certification of eligibility by the owner/manager of the occupants of the building is not acceptable.

8.2.2.6.4 No undue or excessive enhancement shall occur to the value of the dwelling units.

8.2.2.7 Call-back

Services provided to correct a previously installed ECIP EHCS measure within the warranty period or as a result of a CSD inspection finding is a call-back and is allowable. Demographics for a callback are not included for reporting purposes.

8.2.2.8 Ineligible Dwellings

8.2.2.8.1 Contractor shall not provide ECIP EHCS to a dwelling unit that is designated for acquisition or clearance by a federal, state, or

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local program within 12 months from the date of completion of the proposed weatherization.

8.2.2.8.2 Contractor shall not provide ECIP EHCS services on any dwelling under this Contract unless the property owner agrees to all the terms and conditions of the CSD Dwelling Assessment Form (CSD 540) or ECIP EHCS Assessment Form (CSD 57) and signs the Energy Service Agreement for Occupant (CSD 515A) or Service Agreement for Rental Property Owner (CSD 515B).

8.2.2.8.3 No institutional or commercial building including, but not limited to, universities, schools, nursing homes, hospital, shelters, or group homes, may receive ECIP EHCS services under this Contract.

8.2.3 ECIP EHCS Only Dwelling Assessments

8.2.3.1 Contractor shall assess the dwelling of each eligible applicant to determine if the unit is structurally sound and not in need of extensive repairs.

8.2.3.2 Contractor shall determine whether the dwelling meets the criteria for a Historic Preservation Review pursuant to subsection 8.2.3.7.1.4.

8.2.3.3 Contractor shall ensure that all dwelling assessments are performed by trained individuals possessing all the required skill and training as specified in Section 9.1, Training Requirements. In addition, Assessors must complete all required online based training courses to include: Environmental Hazard, Lead Safe Weatherization, and Health and Safety.

8.2.3.4 Contractor shall ensure job separation between staff performing dwelling assessments and the crew personnel responsible for performing the actual installation of ECIP EHCS measures. Assessors may not install ECIP EHCS measures in the same dwelling where the assessor performed the assessment for ECIP EHCS services.

8.2.3.5 If Contractor elects to subcontract with entities outside of CSD's network of Local Service Providers for the full installation of ECIP EHCS measures, the subcontractor performing the installation of ECIP EHCS measures shall not perform the dwelling assessment. Contractor shall ensure job separation by using Contractor's staff or another subcontractor to perform the dwelling assessments.

8.2.3.6 Contractor shall provide written documentation or notification to the owner-occupant and the owner of a rental unit or owner's agent and

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inform the tenant of any significant structural and engineering changes required to complete the ECIP EHCS work before the specified work commences.

8.2.3.7 Dwelling Assessment Performance

8.2.3.7.1 ECIP EHCS Dwelling assessments shall include the following required activities:

8.2.3.7.1.1 The visual assessment of the eligible dwelling to identify safety and structural hazards conditions present within the dwelling that may limit ability to perform any or all of the required ECIP EHCS services in accordance with CSD TRM and terms of this Contract. Assessor shall disclose all noted safety and structural hazard conditions to the property owner and tenant, where applicable;

8.2.3.7.1.2 The visual inspection and pre-CAS diagnostic testing of all combustion appliances as to identify the presence of combustion appliance safety conditions within the occupied living space and requiring immediate attention and the offering of prescribed list of health and safety measures needed to remedy noted conditions; and

8.2.3.7.1.3 The visual inspection of dwelling to identify any structural deficiencies and/or barriers inhibiting the ability for required diagnostics to occur. Assessor shall also inform client of the various types of diagnostic testing to be performed within the dwelling, including the general nature and benefits of each form of required diagnostic testing.

8.2.3.7.1.4 Historic Preservation Review of Dwellings

To ensure compliance with Section 106 of the National Historic Preservation Act (54 U.S.C.S. §§ 100101 et seq., former 16 U.S.C.S. §§ 470 et seq.), CSD will establish appropriate procedures for historic property review standards as outlined by a Programmatic Agreement with the State Historic Preservation Office. The established review standards will be utilized for ECIP EHCS activities conducted under the LIHEAP on dwellings that are

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45 years or older. For purposes of this Contract, the historic review shall be known as the Historic Preservation Review.

Contractor shall ensure that a Historic Preservation Review is completed on a dwelling that is either: (1) 45 years or older, (2) located within a historic district, or (3) considered to be of exceptional importance under the National Register Criteria for Evaluation pursuant to 36 CFR § 60.4.

When a dwelling assessment is performed and the dwelling is determined to meet any of the criteria specified in subsection 8.2.3.7.2.2, Contractor shall initiate the Historic Preservation Review process pursuant to DOE WAP ARRA No. 010.

8.2.3.7.2 Combustion Appliance Safety (CAS) Tests

8.2.3.7.2.1 The completion of the entire combustion appliance safety (CAS) test is required on all dwellings with combustion appliances.

8.2.3.7.2.2 If it is determined during the CAS test that the dwelling unit contains a condition that is hazardous to the occupants, proper steps must be taken to alleviate the hazard. In these cases, infiltration reduction measures may not be installed until the hazard has been corrected; however, Contractor may install non-infiltration measures in the interim, until the CAS condition is corrected.

8.2.3.7.3 If the dwelling unit is not eligible because of the need for extensive repair, the unit shall not be serviced, and the applicant should be referred to the local Housing and Community Development Department, U.S. Farmers Home Administration Housing Loan Program, or other similar organizations or programs.

8.2.3.7.3.1 Documentation of such ineligibility due to the need for extensive repairs shall be recorded on the CSD Weatherization Deferral (CSD 542).

8.2.3.7.3.2 If the applicant can obtain the necessary repairs to make the dwelling unit eligible for ECIP EHCS

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services, activities may be accomplished following the repair work.

8.2.3.8 Contractor shall ensure the health and safety of ECIP EHCS personnel in carrying out activities funded under this Contract. In the event the ECIP EHCS of a dwelling threatens the general health and safety of ECIP EHCS field personnel, Contractor shall take measures to ensure the safety of the personnel and thoroughly document the incident(s) utilizing the CSD Weatherization Deferral (CSD 542). The deferral form does not need to be signed by the client where ECIP EHCS personnel construe the client or occupants of the dwelling to be threatening and hostile. If unable to get a signature, a certified letter shall be sent to the owner, along with the tenant if the residence is a rental.

8.2.4 Diagnostic Testing

8.2.4.1 Following a determination that no combustion byproduct hazard exist, Duct Blaster diagnostic testing shall be required on all dwellings with forced-air systems.

8.2.4.2 Contractor shall ensure that all dwelling diagnostic tests are performed by trained individuals possessing all the required skill and training as specified in Section 9.1, Training Requirements.

8.2.4.3 If an unvented space heater is being utilized, infiltration reduction measures, including duct sealing shall not be applied unless venting is installed, or the unit is replaced.

8.2.5 Health and Safety Measures

8.2.5.1 Prior to the performance of any heating/cooling service, a qualified technician must perform a diagnostic inspection of the primary heating/cooling appliance to assess operational performance.

8.2.5.2 Contractor is authorized to mitigate health and safety hazards in accordance with the CSD TRM and ECIP EHCS Policies and Procedures.

8.2.5.3 Health and Safety Measures

8.2.5.3.1 The following guidelines are restricted to occupied Single Family Dwellings (SFD's) and/or Multi Unit Dwelling (MUD) units:

8.2.5.3.1.1 A residential heating source that qualifies for repair and replacement services must be a single, pre-existing heating appliance, serving as the dwelling's primary heating source; and

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8.2.5.3.1.2 A residential cooling source that qualifies for cooling services must be a single, pre-existing cooling appliance, serving as the dwelling's primary cooling source, limited to mechanical air conditioners, central and window/wall air conditioners, and evaporative coolers.

8.2.5.3.1.3 Repair of a secondary residential heating or cooling appliance is allowable. Replacement of a secondary heating or cooling appliance is not allowable unless a waiver is obtained.

8.2.5.3.2 Any and all health and safety heating/cooling appliance services shall be performed in accordance with the following guidelines:

8.2.5.3.2.1 All repair and replacement services are limited to dwellings with pre-existing heating and cooling appliances. An exception to this rule exists, however, for those dwellings without a heating and cooling appliance and there are no means to provide adequate heating and/or cooling during a climatic season that would cause imminent harm to the health and wellbeing of individuals or the household.

8.2.5.3.2.2 For those conditions where a true crisis exists, and the heating and/or cooling needs cannot be remedied by the installation of a permanent repair or new appliance installation, Contractor shall provide such dwellings with temporary portable devices to support the means of providing adequate cooling and/or heating to occupants of the residence to alleviate the crisis situation and to meet basic heating/cooling needs.

8.2.5.3.2.2.1
Occupant shall be advised of the higher energy consumption associated with portable heating/cooling devices.

8.2.5.3.2.2.2
Occupant shall certify that all of the manufacturer's safety instructions will be abided by.

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8.2.5.3.2.2.3
Contractor shall make all attempts to purchase Energy Star-rated portable devices if available.

8.2.5.3.2.3 The age of a heating/cooling appliance shall not be used as a basis for replacement.

8.2.5.3.3 Contractor shall repair a defective primary heating appliance when the cost to assess and repair is estimated at less than 50% of the cost of installing a new replacement unit.

8.2.5.3.4 If during the course of repairing the defective unit additional problems are found that would increase the cost of repairs to more than the allowable limit for repair costs, the unit may be replaced.

8.2.5.3.5 When replacement of a defective primary heating/cooling appliance is performed, Contractor shall perform necessary duct repair and/or replacement services in order to conform to Title 24 requirements.

8.2.6 Occupant Notification

If, in accordance with the provisions of this article, any notice to an occupant is required, notice shall be in writing and a copy of such notice shall be given to the owner of the unit, or when the unit is occupied by a non-owner occupant.

8.3 Energy Crisis Intervention Program (ECIP) Services Activity Guidelines

8.3.1 Purpose of ECIP Funds

ECIP funds may only be used to resolve emergencies that fit the federal definition [42 U.S.C. § 8622(1)], including:

8.3.1.1 A natural disaster (whether or not officially declared),

8.3.1.2 A significant home energy supply shortage or disruption,

8.3.1.3 An official declaration of a significant increase in:

8.3.1.3.1 Home energy costs;

8.3.1.3.2 Home energy disconnections;

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8.3.1.3.3 Enrollment in public benefit programs; or

8.3.1.3.4 Unemployment and layoffs.

8.3.1.4 An official emergency declaration by the Secretary of Health and Human Services.

8.3.1.5 In those situations where there is not an official federal, state, or local declaration of emergency, e.g., an undeclared natural disaster or a significant home energy supply shortage or disruption that affects a low-income individual, an emergency will be deemed to exist by CSD where there is imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

8.3.2 Capacity and Responsibility to Provide Emergency Assistance

8.3.2.1 In accordance with federal and state law and ECIP Policy and Procedures, Contractor must be qualified and capable of carrying out an energy crisis intervention program that provides timely and effective emergency assistance, not later than the timeframes stated in 42 U.S.C. § 8623(c), that resolves the energy crisis. Contractor must meet minimum program requirements for timing and ensuring accessibility to eligible applicants as further defined at 42 U.S.C. § 8623(c).

Once applicants meet the eligibility and funds are available, Contractor shall:

8.3.2.1.1 Within 48 hours after a household applies and is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO payment that will resolve the energy crisis; and

8.3.2.1.2 Within 18 hours after a household applies and is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO that will resolve the energy crisis if such household is in a life-threatening situation.

8.3.2.2 Contractor agrees to provide all reasonable information requested by CSD during the term of this Contract in order to enable CSD to assess the adequacy of Contractor's current energy crisis intervention program and Contractor's ability to implement the program.

8.3.2.3 Federal and state law permit the allowability of costs to the ECIP only

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where the costs are used to provide emergency assistance in an energy crisis. In addition to all other provisions in this Contract permitting, restricting, or otherwise relating to ECIP costs, such costs are allowable only upon adequate demonstration by the Contractor that the related activities meet the definition of "emergency" as specified in federal law and this Contract.

8.3.3 ECIP Fast Track and WPO

8.3.3.1 Applicant Eligibility

8.3.3.1.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.3.3.1.2 Income verification must be for one month and current within six weeks of the application intake date or an annual award letter. For acceptable types of documentation, refer to the Eligibility and Verification Guide and Special Addendum for ARPA LIHEAP. Contractor shall maintain appropriate documents in each applicant's file.

8.3.3.1.3 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for (WPO) to determine the client's energy burden.

8.3.3.1.4 Conditions for ECIP services must meet the criteria for an emergency as defined in 42 U.S.C. §8622(1), ECIP Policy and Procedures and Article 13, Definitions.

8.3.3.1.5 ECIP Fast Track Utility Assistance

8.3.3.1.5.1 The applicant must receive energy services and be billed directly by one of the following energy providers: a utility company and/or a mobile home park that owns its own power source(s) or a submetering billing service with the statutory authority to shut off utility services.

8.3.3.1.5.2 For purposes of the present Section 8.3.3, an emergency energy-related crisis does not exist if the cost of energy is included in the applicant's rent, and Contractor may not make ECIP Fast Track payment(s).

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8.3.3.1.6 In addition to the applicant eligibility criteria listed above, services for ECIP Fast Track and ECIP WPO may not be provided unless at least one of the following criteria pursuant to Government Code §16367.5 (e) pertains and is documented or certified by Contractor:

8.3.3.1.6.1 Proof of utility shutoff notice;

8.3.3.1.6.2 Proof of energy termination;

8.3.3.1.6.3 Insufficient funds to establish a new energy account;

8.3.3.1.6.4 Insufficient funds to pay a delinquent utility bill; or

8.3.3.1.6.5 Insufficient funds to pay for essential firewood, oil, or propane.

8.3.3.2 ECIP Fast Track Benefit Determination

ECIP Fast Track benefits shall be determined using the base benefit amount and, when applicable, a Contractor-determined supplemental benefit amount. Contractors shall issue ECIP Fast Track benefits in accordance with the following:

8.3.3.2.1 Contractor shall ensure that the total ECIP Fast Track benefit amount (Base benefit amount plus supplemental benefit amount) is limited to and does not exceed the total amount due (at the time of intake) to the utility company for energy charges, reconnection fees, and other assessed utility fees/surcharges in order to alleviate the crisis situation.

8.3.3.2.2 When only issuing the base benefit amount (no supplemental payment), Contractor may exceed the total amount due to the utility company in energy charges, reconnection fees, delinquent utility bill establishing arrearages and/or past due balances, and other assessed utility fees/surcharges to alleviate the crisis situation.

8.3.3.2.3 Contractor shall ensure that the maximum total ECIP Fast Track benefit amount (Base benefit amount plus supplemental benefit amount) does not exceed $3,000. If Contractor uses program income to provide a supplemental ECIP Fast Track payment, the total payment cannot exceed $3,000.

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8.3.3.2.4 Contractor shall provide full justification for benefits paid by documenting the client file(s) to include the amount of charges and verification by the utility company.

8.3.3.2.5 Contractor shall review, check for duplicates, and approve applications in accordance the current Eligibility and Verification Guide and Special Addendum for ARPA LIHEAP.

8.3.3.3 ECIP Fast Track/WPO Payment Guidelines

8.3.3.3.1 Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year; however, Contractor can use program income to provide a supplemental ECIP Fast Track/WPO or HEAP/WPO for clients experiencing an extenuating circumstance. In addition to receiving one ECIP (Fast Track/WPO) or HEAP/WPO payment, eligible households may receive ECIP EHCS services and/or other weatherization services, if needed.

8.3.3.3.2 Contractor shall ensure that the maximum total ECIP WPO benefit does not exceed $1,000. If Contractor uses program income to provide a supplemental ECIP WPO payment, the total payment cannot exceed $1,000.

8.3.3.3.3 Contractor shall exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Agreement.

8.3.3.3.4 When a HEAP payment or ECIP Fast Track payment has been made directly to an energy vendor, notification of payment(s) shall be shown as a credit on the utility bill(s).

8.3.3.4 ECIP WPO Payment Guidelines Specific

8.3.3.4.1 Contractor shall complete the ECIP/HEAP Payment Request Confirmation (CSD 415) or approved Contractor's equivalent form or approved Contractor's equivalent process that confirms payment was made to the client's account. If the client does not have an account, confirmation of the delivery of the benefit to the client is required.

8.3.3.4.2 Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil.

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8.3.3.4.3 CSD will not make payments to clients for WPO assistance.

8.3.3.4.4 Before paying energy vendors, Contractor shall verify that charges for the services and goods provided are reasonable and within fair market value.

8.3.3.4.5 Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.

8.3.3.4.6 Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred, unless a formal contract, approved by CSD, between Contractor and vendor provides for other terms.

8.3.4 ECIP Emergency Heating and Cooling Services (EHCS)

8.3.4.1 Applicant Eligibility

Eligibility of the applicant shall meet all requirements for eligibility as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.2 Dwelling Eligibility

Eligibility of the dwelling shall meet all requirements for eligibility as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.3 ECIP EHCS Only Dwelling Assessments

8.3.4.3.1 Assessment of the dwelling shall meet all requirements as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.3.2 Work crews of Contractor who are only performing heating and cooling services shall not be required to perform the entire CAS test and may limit the testing to only the heating and cooling appliances to be repaired or replaced.

8.3.4.4 Allowable Services

ECIP EHCS may be used for the repair, replacement, and new installation of heating/cooling and water heating appliances identified in the ECIP

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Policy and Procedures and must meet the following criteria:

8.3.4.4.1 The applicant is income eligible and submits the required documentation to complete the eligibility of the dwelling;

8.3.4.4.2 The applicant has insufficient funds to pay the cost of repairing or replacing an eligible heating or cooling appliance or for a new heating or cooling appliance;

8.3.4.4.3 The appliance condition meets one of the appliance repair/replacement criteria as defined in the ECIP Policies and Procedures; and

8.3.4.4.4 The services to mitigate and completely resolve the emergency and satisfy the relevant emergency assistance meet the timeframes as defined in the ECIP Policies and Procedures.

8.3.5 Natural Disasters

8.3.5.1 When a dwelling that has been damaged by a natural disaster such as fire, flood, earthquake, hurricane, etc., a scope of work shall be submitted to CSD for approval prior to beginning work related to a natural disaster.

8.3.5.2 The occupant shall be certified as currently eligible and a dwelling assessment shall be performed.

8.3.5.3 Contractor may have damages repaired that are within the scope of the weatherization program if the same services will not be paid for or reimbursed by any other source.

8.4 ECIP Fast Track and HEAP Electric and Gas Pledge Guidelines

8.4.1 Contractor shall pledge all applications where the Contractor has determined the applicant has a qualifying emergency as specified in subsection 8.3.3.1.6 of Section 8.3, regardless if the benefit is issued under ECIP Fast Track or HEAP Electric and Gas, provided that the application meets the eligibility and Contractor's Utility Assistance funds are available.

8.4.2 After a pledge has been made, Contractor shall submit the application to CORE as specified in subsection 6.1.1, of Section 6.1.

8.4.3 Contractor shall determine the applicant has met the eligibility requirements prior to pledging. If an eligible applicant is subsequently determined to be ineligible, Contractor shall cancel the ineligible applicant's pledge with the Utility Company within five business days upon such determination.

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8.4.4 If the applicant's pledge amount changes, Contractor shall adjust the pledge amount with the Utility Company.

8.5 SWEATS and PSPS Activity Guidelines

8.5.1 The SWEATS Policy was developed by CSD to facilitate the delivery of allowable ARPA LIHEAP emergency service provisions during an emergency such as a natural disaster or energy supply shortage or disruption. These services include: The CPN-E-20-01 SWEATS Policy includes guidelines, reimbursement provisions, and other information to support successful implementation and administration of SWEATS provisions during a qualifying event. Contractor shall ensure SWEATS implementation and administration is in accordance with CPN-E-20-01.

8.5.2 The PSPS Policy was developed to facilitate a response to the PSPS events of allowable services to low-income households medically vulnerable to the effects of energy related emergencies and residing in designated High Fire Risk Areas. Contractor shall ensure that PSPS implementation and administration is in accordance with CPN-E-20-02 and CPN-E-20-02M2.

8.6 Quality Assurance

8.6.1 Certification

Contractor, or its designee, shall establish a comprehensive, detailed, and fully documented Quality Control procedure to assess the quality and completeness of ECIP EHCS work performed under this Contract.

8.6.2 Third-Party Inspections

8.6.2.1 CSD may use a third-party inspector to review and verify that the ECIP EHCS activities performed under this Contract conform to applicable standards and practices.

8.6.2.2 Contractor or a ride-along (designated representative) shall accompany the inspector on client inspection visits and shall provide transportation and equipment to the inspector. When possible, Contractor shall make corrections during the client inspection visits.

8.6.2.3 Contractor agrees to remedy all Nonhazardous Conditions (nonhazardous work deficiencies) noted by CSD or its designee within 20 business days of written notification.

8.6.2.4 Contractor must remedy all Hazardous Conditions resulting from ECIP EHCS measure installation in accordance with the CSD TRM.

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8.6.3 Noncompliance

8.6.3.1 Contractor shall be subject to the withholding of any or all reimbursements for failure to completely resolve a Hazardous Condition in accordance with the CSD TRM. The reimbursement sanction will apply to the next fiscal reimbursement request associated with the program of the ECIP EHCS unit in question. The reimbursement sanction will remain in effect until Contractor successfully resolves the Hazardous Condition and confirms the resolution with CSD and the designated Inspection Contractor. The sanction will apply to all subsequent fiscal reimbursement requests of the primary funding source in question so long as the Hazardous Condition remains unresolved.

8.6.3.2 If it is determined that the Contractor has failed to resolve an identified Hazardous Condition in accordance with the Hazardous Correction Work Plan, CSD may utilize the services of the designated Inspection Contractor to successfully resolve the delinquent Hazardous Condition. Contractor will assume responsibility for costs associated with the use of Inspection Contractor's services. The costs will include labor, materials, and travel equal to the Inspection Contractor's training and technical assistance hourly rate and the total amount will be withheld from the Contractor's next request for fiscal reimbursement.

8.6.3.3 If it is determined that the Contractor has incorrectly billed CSD because a ECIP EHCS measure was not installed, or the quantity installed is less than the quantity billed, Contractor shall install the billed measure or quantity, if feasible. In cases when a physical remedy is not possible, repayment of the labor and material costs for the non-installed measure or quantity will be withheld from subsequent reimbursements.

8.6.3.4 Contractor will be subject to Special Conditions, in accordance with Section 10.4, if it is determined that one or more of the following conditions exist:

8.6.3.4.1 Contractor has a history of unsatisfactory performance;

8.6.3.4.2 Identification of one or more Hazardous Conditions in dwellings weatherized by Contractor;

8.6.3.4.3 Failure to remedy an identified Hazardous Condition in a timely manner; and

8.6.3.4.4 Substantial number of Nonhazardous Conditions and/or identified trends or patterns of nonconformance to installation

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criteria.

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ARTICLE 9 - TRAINING, LICENSING AND CERTIFICATIONS

9.1 Training Requirements

9.1.1 All training, as indicated by employee classification in the Training Matrix, shall be provided through a CSD-approved training mechanism utilizing CSD-approved training curricula. In-house training shall no longer be an acceptable form of training to meet any CSD training requirements for weatherization services with the exception of EPA or HUD-approved Lead-Safe Weatherization Training or unless otherwise noted. Training coursework must be successfully completed according to the terms of each course. Certificates of completion shall be issued by the CSD-approved training entity upon successful completion of each course, unless where otherwise noted below.

9.1.2 Training Provisions for Staff of Contractor and Subcontractors:

9.1.2.1 Within 30 calendar days of employment, weatherization/ECIP EHCS employees of Contractor and subcontractors shall receive Health and Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training. An Assessor, Worker, Supervisor, or Inspector shall not be allowed to enter, assess, weatherize, or inspect a dwelling unit until the required Health & Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training has been completed.

9.1.3 Training Provisions Based Upon Job Duties:

9.1.3.1 When job duties include duct leakage diagnostics, ECIP EHCS employees of Contractor and subcontractors shall receive Duct Leakage Diagnostic Training. No employee of Contractor and subcontractor shall perform diagnostic testing without having completed the required training.

9.1.3.1.1 Subsequent to successful completion of the Duct Leakage Diagnostic Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee knowledge and skill in this area of diagnostic testing.

9.1.3.1.2 Contractor and subcontract employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.

9.1.3.2 When job duties include Combustion Appliance Safety, ECIP EHCS

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employees of Contractor and subcontractors shall receive Combustion Appliance Safety Training. No employee of Contractor and subcontractors shall perform combustion appliance safety checks without having completed the required CSD-approved training.

9.1.3.2.1 Subsequent to successful completion of Combustion Appliance Safety Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in performing Combustion Appliance Testing.

9.1.3.2.2 Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.

9.1.4 Training and technical assistance funds may also be used to train Contractor's subcontractors participating in the program. In making the determination to pay for subcontractor training, Contractor should secure a retention contract in exchange for the training. The subcontract should stipulate that the subcontractors will work in the program, for a minimum of 12 months.

9.1.5 For ECIP EHCS services performed on HUD units, all work crews of Contractor and subcontractors who perform specialty services are required to be trained in HUD-approved Lead-Safe Weatherization, although certification is not required. No employee of Contractor and subcontractors shall perform work in a pre-1978 HUD dwelling until the required training has been received. Although a crew supervisor can be certified as a HUD Lead Abatement Supervisor or Worker, it is not a substitute for the requirement of trained work crews.

9.1.6 EPA Lead Renovator training is required per the EPA for all Contractors and subcontractors performing work on pre-1978 homes, where the work could potentially disturb lead-based paint.

For ECIP EHCS services performed on pre-1978 units, all work crews of Contractor and subcontractors who provide specialty services are required to be trained in EPA-approved Lead Renovator practices, and firm certification is required. No employee of Contractor and/or subcontractors shall perform such work on a pre-1978 dwelling until the required training has been received.

9.1.7 Contractor shall maintain and make available for reference to Contractor's employees and subcontractors who perform ECIP EHCS services the following:

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9.1.7.1 CSD TRM;

9.1.7.2 Other applicable policies and procedures; and

9.1.7.3 Official State and Federal Program Notices.

9.1.8 OSHA-10 is required for all crews, and OSHA-30 is required for all Contractor supervisors who are regularly on-site and monitor for field safety.

9.2 Contractor Licensing

Contractors, unless otherwise exempt or their subcontractors perform ECIP EHCS services, shall comply with the TRM and following licensing requirements:

9.2.1 Possess and maintain an active Class "B" General Building Contractor license, issued by the Contractors State License Board (CSLB) in the name of the Contractor/qualifying individual;

9.2.2 Fulfill the requirements of, and receive certification pursuant to the Toxic Substances Control Act, Section 402 (15 U.S.C. § 2601 et seq.; 40 CFR §§ 745.226 & 227);

9.2.3 Contractor is responsible for ensuring that all subcontractors have active licensing and are in good standing for the duration of the subcontract; and

9.2.4 Contractor shall immediately notify CSD when any changes in licensing occur.

9.3 Special Licensing - ECIP EHCS

9.3.1 Special licensing may also be required for the installation and/or repair of Evaporative Cooler, Vented Space Heater, Air Conditioning, and Gas and Electric Water Heaters, if two or more ECIP EHCS measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob and tube wiring certification will always require a C-10 license.

9.3.2 Specialty subcontractors must possess all applicable licenses as required by the CSLB to carry out installation and/or repairs.

9.3.3 Contractor is responsible for ensuring that all subcontractors have active licensing and are in good standing with the CSLB for the duration of the subcontract.

9.4 Environmental Protection Agency (EPA) Certifications

9.4.1 All contractors providing services utilizing in-house crews shall be certified as an EPA Certified Firm in accordance with EPA's Renovation, Repair and Painting Program requirements (40 CFR Part 745). Contractors who subcontract all of their

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ECIP EHCS services are required to be certified and shall have at least one EPA Certified Renovator on staff for subcontractor oversight purposes.

9.4.2 Contractors shall ensure that all subcontractors whose work potentially disturbs lead paint are EPA Certified Firms and have EPA Certified Renovators on staff.

9.4.3 Any contractor without the required certification will not be allowed to perform ECIP EHCS services.

9.5 Mandatory Training

Contractor must participate in mandatory training such as eligibility start-up training, TRM training, contract review webinars, monitoring trainings and other trainings CSD deems mandatory. CSD will notice Contractor with a minimum of 10 business days prior to training.

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SUBVENTION CONTRACT

COMPLIANCE REQUIREMENTS

ARTICLE 10 - COMPLIANCE POLICIES AND PROCEDURES

10.1 Right to Monitor, Audit, and Investigate

10.1.1 Any duly authorized representative of the federal or state government, which includes but is not limited to the federal offices of inspectors general, the State Auditor, CSD staff, and any entity selected by CSD to perform inspections and/or investigations, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Contract through on-site visits, audits, and any other appropriate means CSD deems necessary.

10.1.2 Contractor shall, upon reasonable notice, make available all information and materials reasonably necessary for CSD to substantiate to its satisfaction that expenditures incurred under this Contract are allowable and allocable, including, but not limited to files, books, documents, papers, and records. Contractor agrees to make such information and materials available to the federal government, the State, or any of their duly authorized agents or representatives, for purpose of examination, copying, or mechanical reproduction, on or off the premises of the subject entity.

10.1.3 Any duly authorized agent or representative of the federal or state government shall have the right to undertake investigations in accordance with 42 U.S.C. § 8627, as amended.

10.1.4 All contracts entered into by Contractor with audit firms for purposes of conducting independent audits under this Contract shall contain a clause allowing CSD or any duly authorized agent or representative of the federal or state government timely access to the working papers of the audit firm(s).

10.2 Auditing Standards and Reports

10.2.1 Auditing Standards

10.2.1.1 *Applicability.* The standards set forth in 45 CFR Part 75 Subpart F – Audit Requirements are hereby incorporated by reference.

10.2.1.2 *Supplemental Audit Guide.* In addition to the audit requirements specified above, Contractor must follow the most current CSD Supplemental Audit Guide, incorporated into this Contract by reference in Article 14. The Supplemental Audit Guide may be accessed at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

10.2.2 Audit Reports

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10.2.2.1 Funds provided under this Contract shall be included in an audit conducted in accordance with the provisions of 45 CFR Subpart F – Audit Requirements, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in The U.S. Government Accountability Office's "Government Auditing Standards," December 2011 Revision, as amended.

10.2.2.2 *Organizations below audit threshold.* Contractors falling below the federal funding threshold that mandates a single audit may be subject to an audit and/or other fiscal- or program-specific review conducted by CSD or its agents, upon 30-day written notice.

10.2.2.3 The financial and compliance audit report shall contain the following supplementary financial information: a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 CFR § 200.510(b) (45 CFR § 75.510(b)). All ARPA LIHEAP grants shall be reported separately on the SEFA by program component i.e., ECIP/HEAP/Assurance 16 (EHA16). In addition, a Supplemental Statement of Revenue and Expenditures for each contract that presents, by budget line item and fiscal year, revenue and expenditures for the audit period and a description of the methodology used to allocate and claim indirect costs and any administrative cost pools must be provided.

10.2.3 *Submission of Audit Reports.* Contractor shall submit to CSD one electronic copy of the required audit report(s) and any management letter(s) issued by the accountant, within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the Contractor's fiscal year.

10.2.4 *Failure to File IRS Form 990 for Tax-Exempt Organizations* If Contractor fails to file Form 990 timely, Contractor must provide:

10.2.4.1 Evidence of an extension request with an estimated timeframe for submission; or

10.2.4.2 An explanation of why Contractor does not plan to file Form 990.

10.2.5 The audit report(s) and all supplemental financial information must be submitted to the following addresses:

Electronic copy:
audits@csd.ca.gov.

Printed copy:
Department of Community Services and Development
Attention: Audit Services Unit

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2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

Upon receipt of the audit report, CSD's Audit Services Unit (ASU) will send a confirmation email within 5 to 10 business days. Contractor should verify receipt of ASU's confirmation email to ensure your single audit was received.

In accordance with the guidelines of the Division of Audits of the California State Controller's Office (SCO), if Contractor is a local government agency, additional copies of the audit report must be submitted to the following address:

Mailing Address:

State Controller's Office
Division of Audits
Financial Audits Bureau/Single Audits Unit
P.O. Box 942850
Sacramento, CA 94250-5874

Street Address for Fed Ex:

State Controller's Office
Division of Audits
Financial Audits Bureau/Single Audits Unit
3301 C Street, Suite 700
Sacramento, CA 95816

10.2.6 Failure to Comply with Audit Reporting Requirements

If Contractor fails to comply with Federal statutes, regulations or the terms and conditions of this Contract, CSD may impose additional conditions, as described in 45 CFR § 75.207. If CSD determines that noncompliance cannot be remedied by imposing additional conditions, CSD may take one or more of the following actions, as appropriate in the circumstances, as provided in 45 CFR § 75.371 - § 75.380 *Remedies for Noncompliance*:

10.2.6.1 Temporarily withhold cash payments pending correction of the deficiency by Contractor or more severe enforcement action by the Federal awarding agency;

10.2.6.2 Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;

10.2.6.3 Wholly or partly suspend or terminate the Federal award;

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10.2.6.4 Recommending that suspension or debarment proceedings (as authorized under 2 CFR Part 180) be initiated by the Federal awarding agency;

10.2.6.5 Withhold further federal awards; or

10.2.6.6 Take other remedies that may be legally available.

10.2.7 Collection of Disallowed Costs

10.2.7.1 If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs, CSD shall, after consideration of Contractor's submission issue a final TR, no later than 30 days after receipt of Contractor's information or documentation. If questioned costs are determined to be owning, CSD's Financial Services Unit (FSU) will send an invoice. Contractor will tender payment to FSU or a repayment plan acceptable to FSU.

10.2.7.2 All statements, notices, responses and demands issued in accordance with this Section 10.2.7 shall be in writing.

10.2.7.3 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section 10.2.7.

10.3 Compliance Monitoring

10.3.1 As the recipient of federal ARPA LIHEAP block grant funds under this Contract, Contractor must substantiate that all costs claimed pursuant to this Contract are allowable and allocable under all applicable federal and state laws. To be entitled to reimbursement, Contractor must trace all allowable costs to the level of expenditure, to include providing supporting documentation reasonably necessary to substantiate the validity of such claim.

10.3.2 As the administrator of the ARPA LIHEAP block grant for the State, CSD is required to ensure the funds allocated to Contractor are expended for the purposes identified in federal law and state LIHEAP law, and for allowable and allocable costs under the applicable rules of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

10.3.3 CSD is required to conduct on-site or in-house and follow-up monitoring of Contractor to ensure that Contractor meets the Budget Production Worksheet, administrative standards, financial management requirements, and other requirements of LIHEAP.

10.3.4 CSD shall provide Contractor reasonable advance notice in writing of on-site and/or

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in-house monitoring reviews of Contractor's program or fiscal performance.

10.3.5 Compliance monitoring will consist of a questionnaire that Contractor will be required to complete and return to CSD within 30 calendar days from receiving the questionnaire.

10.3.6 CSD will conduct client file reviews to verify compliance with financial and program requirements. CSD shall notify Contractor of the client files requested, and Contractor shall provide the client files within five business days.

10.3.7 CSD may increase the number of client files reviewed and frequency of client file reviews based on the severity of non-compliance issues identified during the client file review process.

10.3.8 In accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75), Contractor shall cooperate with CSD program and audit staff and other representatives and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Contract. To the extent Contractor maintains records and documents in an electronic format, Contractor must make such records and documents readily available to CSD program and audit staff and other representatives: 1) for review on an appropriate electronic device provided by Contractor; and/or 2) for reproduction in electronic and/or hard copy format, as is necessary to affect the purposes of this Section 10.3. In order to realize the objectives of this subsection and to ensure that the integrity of the program, the proper expenditure of grant funds, and to prevent fraud, waste, abuse, and unjust enrichment, whether by design or inadvertence, Contractor shall cooperate with CSD as follows:

10.3.8.1 Upon request, provide a list of clients, jobs or properties to or for which ARPA LIHEAP services have been provided by Contractor, and to or for which Contractor has provided related services under other federal, State or non-governmental programs such as, but not limited to, public and private utility company programs, collectively "Associated Programs."

10.3.8.2 With respect to such list of clients, jobs, or properties, provide CSD and/ or the investigative entities or persons referenced in Section 10.1.1, access to client files or similar records and documents of the Associated Programs for the purpose of determining whether related services have been provided that result in duplicate billings or any violation of federal or State law, this Contract, or applicable federal and/or State LIHEAP guidelines.

10.3.8.3 For purposes of this Section 10.3.8:

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10.3.8.3.1 "Duplicate billing" is defined as receiving reimbursement from more than one funding source for the same expenditures or costs, whether in whole or in part, that Contractor incurs in connection with rendering a service to or for a client, job, or property, resulting in a total reimbursement to Contractor, from all sources, in excess of actual expenditures or costs incurred.

10.3.8.3.2 To the extent necessary to realize the objectives of this article, the term "Contractor" includes any subcontractor or agent of Contractor in possession of the files, records, or documents or other information bearing on related services under any relevant Associated Program.

10.3.8.4 It is understood that Contractor has no obligation to provide access to the client files, records, and documents of an Associated Program when no ARPA LIHEAP services have been provided and the client, job, or property is not required to be on the list furnished to CSD by Contractor, as provided herein.

10.3.8.5 In the event Contractor is unable to comply with the provisions of subsections 10.3.8.1 or 10.3.8.2 because of restrictions placed on Contractor by law in connection with an Associated Program, or restrictions imposed on Contractor pursuant to a binding written contract between Contractor and the funding source of such Associated Program, then Contractor shall so inform CSD by written declaration and provide supporting documentation for such declaration. Contractor shall, together with any declaration made, certify to CSD in writing that:

10.3.8.5.1 Contractor has not submitted duplicate billings to both ARPA LIHEAP and Associated Program; or

10.3.8.5.2 Contractor has not otherwise engaged in similar actions in violation of federal or state law.

10.3.9 CSD will host a FTP Server and provide Contractor with specifications, documentation, and sample of FTP file configurations screens, as necessary, to enable Contractor to use the FTP Server to upload client files, records, and documents. Contractor shall submit client files, records, and documents via the FTP to allow CSD to complete an in-house review.

10.3.10 In the event that CSD determines that Contractor is not in compliance with material or other legal requirements of this Contract, CSD shall provide the observations, recommendations, or findings and request for a corrective action plan to Contractor in writing. Contractor shall submit to CSD a specific action plan for correcting the noncompliance.

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10.3.11 Collection of Disallowed Costs

10.3.11.1 In the event questioned costs are identified in a final decision on cost disallowance issued by CSD, Contractor shall comply with any demand for repayment, as specified in such final report.

10.3.11.2 *Time for response.* Contractor shall have no less than 30 calendar days from receipt of the final decision to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.

10.3.11.3 *Notice after review of further supporting evidence.* If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided above in subsection 10.3.11.2, CSD shall, after consideration of Contractor's submission, accordingly, issue a revised Notice of Disallowed Costs, if any, no later than 30 days after receipt of Contractor's information or documentation. Contractor shall have 15 days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with subsection 10.4.4 of this Contract, for CSD's final determination of disallowed costs.

10.3.11.4 All statements, notices, responses and demands issued in accordance with this Section shall be in writing.

10.3.11.5 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section.

10.4 Enforcement Process - Noncompliance with Requirement of this Contract

10.4.1 Tax-Exempt Status Requirement

Nonprofit charitable organizations must maintain their 501(c)(3) tax-exempt status as a requirement for continued ARPA LIHEAP grant reimbursements and participation under the current Contract. All 501(c)(3) contractors shall notify CSD within one business day upon revocation of their tax-exempt status and cease all work performed under this Contract. CSD will halt all payments to Contractor while its nonprofit, tax-exempt status is revoked. Work performed prior to the revocation, but billed after such notice is received, shall be timely reimbursed to the Contractor. In addition, CSD may take additional enforcement steps consistent with federal and state law and this Contract.

10.4.2 General

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The authority for CSD Enforcement Actions, as defined in Section 10.4.3, for cost disallowances/ recovery of misused funds, and for de-designation of eligible entity status (collectively "Enforcement Process") is found in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75), and in state regulations, with particular reference to 22 CCR § 100875. In order to facilitate compliance with the cited authorities, the parties to this Contract agree that: 1) the present article shall guide, inform and clarify the Enforcement Process; 2) shall establish the procedures to be followed; and 3) establish the rights and obligations of the parties with respect to the Enforcement Process, for purposes of implementing the principles set out in the applicable legal authorities.

10.4.3 Enforcement Action, "High Risk" – Determination and Notice

10.4.3.1 If CSD determines that Contractor is not financially stable, and that Contractor's financial condition is so tenuous that its ability to implement this Contract is seriously compromised, or if CSD determines that Contractor has not complied with the requirements of this Contract and that Contractor's noncompliance constitutes a material breach of the Contract, CSD may initiate an Enforcement Action. For purposes of this article, "Enforcement Action" means the imposition of any of the following: a) special conditions and/or sanctions; b) a determination of cost disallowance; c) contract suspension; d) contract termination; or e) termination of Contractor's service provider status.

10.4.3.2 To initiate an Enforcement Action, CSD must provide Contractor with written notice of "high risk" designation, setting forth: 1) the factual and legal basis for the determination of noncompliance, upon which the "high risk" designation is based; 2) the corrective action(s) required; and 3) the date by which the corrective action must be taken and completed.

10.4.3.3 For purposes of this article, "material breach" means any act or omission by Contractor that is in contravention or disregard of Contractor's duties and obligations under the terms of this Contract and under applicable State and federal law, which act or omission:

10.4.3.3.1 Constitutes fraud or gross negligence by Contractor or its agent(s);

10.4.3.3.2 Is likely to result in significant waste and/or abuse of federal funds;

10.4.3.3.3 Has a significant adverse impact on Contractor's ability to meet its administrative, financial, or programmatic duties and obligations over the term of the Contract or a significant

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portion thereof;

10.4.3.3.4 Violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD;

10.4.3.3.5 May have serious adverse effects and consequences on the Contractor's customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; or

10.4.3.3.6 May otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

10.4.4 Special Conditions and Sanctions

10.4.4.1 "High risk" designation may include the imposition of Special Conditions, Sanctions and/or other special requirements with respect to Contractor's performance. CSD may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address acute financial instability or a material breach of contract, as defined in Section 10.4.3, above.

10.4.4.2 Notice of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Notice must contain the following information:

10.4.4.2.1 The nature of the Special Condition(s) and/or Sanction(s) being imposed;

10.4.4.2.2 The reason(s) for imposing Special Condition(s) and/or Sanction(s); and

10.4.4.2.3 The corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).

10.4.4.3 Special Conditions may include, but are not limited to:

10.4.4.3.1 Obtaining training and/or technical assistance;

10.4.4.3.2 The imposition of special or additional reporting requirements;

10.4.4.3.3 Special or conditional cost reimbursement requirements and procedures;

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10.4.4.3.4 The provision of documentation by Contractor; and/or

10.4.4.3.5 The requirement to amend or modify systems, procedures, and/or policies.

10.4.4.4 Sanctions may include, but are not limited to:

10.4.4.4.1 The suspension of advances and/or reimbursements; and/ or

10.4.4.4.2 The issuance of stop work orders.

10.4.4.5 Sanctions may not be imposed without a hearing being first held in accordance with applicable regulations, unless CSD reasonably determines on the basis of credible information that:

10.4.4.5.1 Substantial sums to be paid to Contractor have been or will be used in violation of law or the provisions of this Contract; or

10.4.4.5.2 The associated costs are otherwise very likely to be disallowed; and

10.4.4.5.3 If Sanctions are not immediately imposed, taxpayer dollars are at significant risk and are unlikely to be recovered.

10.4.4.6 Review of Special Conditions and/or Sanctions.

10.4.4.6.1 If Contractor elects to contest the action to impose Special Conditions and/or Sanctions, Contractor shall have five business days following receipt of Notice of Enforcement Action in which to show cause, in writing, why the Special Conditions or Sanctions should not be enforced.

10.4.4.6.2 CSD shall have five business days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decision and Contractor's obligations going forward, if any.

10.4.4.6.3 Contractor may, within five business days of receipt of Notice of Enforcement Action, request an informal meeting for the parties to consider the merit of the Notice and to discuss alternative courses of action, which meeting CSD may agree to if, in its sole judgment, it determines the meeting would be helpful to the process, can be held expeditiously, and will not unduly cause delay or otherwise increase the risk of loss of taxpayer dollars.

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10.4.4.6.4 Contractor may, at any time, request in writing that CSD initiate the contract suspension or contract termination processes, to include the requisite hearings, as set out in 22 CCR § 100875.

10.4.4.6.5 Should Contractor fail to show cause why the Enforcement Action should not go forward, or should Contractor fail to request that CSD initiate either the contract suspension or termination processes, CSD may initiate such action upon its own motion.

10.4.4.6.6 Special conditions and sanctions shall remain in effect until the hearing procedure is completed, provided, with respect to sanctions, CSD reasonably determines that subsection 10.4.4.5 applies.

10.4.5 Cost Disallowance

10.4.5.1 If Contractor's non-compliance with the terms of this Contract results in an enforcement action, and if CSD determines that Contractor's non-compliance has resulted in questioned costs, CSD shall provide Contractor with a Statement of Questioned Costs along with the Notice of Enforcement Action, or at such later time in the Enforcement Process as questioned costs have been identified.

10.4.5.2 The Statement of Questioned Costs shall include:

10.4.5.2.1 A description of the costs questioned and the specified amount by type or category of costs;

10.4.5.2.2 The reason the costs are questioned, and the information and/or documentation required to justify payment of the costs; and

10.4.5.2.3 The timeframe and procedures for Contractor's submission of the required information or documentation to CSD.

10.4.5.3 If CSD determines that more information is required before a Statement of Questioned Costs can be issued or before a final determination of cost disallowance can be made, CSD may conduct an investigative audit of Contractor's records, files and books of account, or retain an audit firm for such purpose. Contractor agrees to cooperate fully in any audit conducted and to ensure that Contractor's agents, accountants and subcontractors cooperate in the performance of such audit. A report of any audit

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conducted shall be shared with Contractor, who shall be given ample opportunity to respond to findings and to submit information and documentation in support of the response. If Contractor fails to cooperate in the conduct of an audit, initiated pursuant to this subsection, CSD may either impose sanctions, as provided in subsection 10.4.3 or, if feasible, issue a Notice of Disallowed Costs.

10.4.5.4 After CSD has considered any information and/ or documentation submitted by Contractor in response to a statement of questioned costs or in response to an investigative audit report, CSD shall issue a Notice of Disallowed Costs, which notice shall include:

10.4.5.4.1 The amount of disallowed costs to be repaid, if any; and

10.4.5.4.2 The date by which repayment must be made or, in the alternative,

10.4.5.4.3 The date by which Contractor must submit a proposed repayment plan for consideration by CSD.

10.4.5.5 Before the expiry of five business days after receipt of a Notice of Disallowed Costs, Contractor may challenge the Notice of Disallowed Costs by requesting a hearing, conducted in accordance with the procedures set out in 22 CCR § 100875, for the purpose of adjudicating the matter of cost disallowance, provided however that either Contractor or CSD may opt to adjudicate other pending Enforcement Action matters, as provided in subsection 10.4.4.6. of this section, in a combined proceeding.

10.4.5.6 If Contractor fails to request a hearing to adjudicate cost disallowance, as provided in subsection 10.4.5.5, the Notice of Disallowed Costs shall be deemed final and Contractor shall comply with the provisions of the present Section 10.4.5.

10.4.5.7 Contractor will not be deemed to have complied with a Notice of Disallowed Costs until repayment is made or CSD has approved a repayment plan. In determining the acceptability Contractor's repayment plan, CSD shall take into consideration such factors as, but not limited to:

10.4.5.7.1 Federal requirements or conditions applicable to the grant(s) under which the disallowed costs were funded;

10.4.5.7.2 The exigencies of the grant program and CSD's ability to reallocate the funds repaid or otherwise dispose of the funds in accordance with applicable law;

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10.4.5.7.3 The risk of being unable to recover funding and the options for securing Contractor's repayment obligation; and

10.4.5.7.4 Contractor's financial condition and ability to pay.

10.4.6 Contractor shall remain on "high risk" until CSD reasonably determines that Contractor has complied with the requirements of the Notice of "High Risk" Designation, including verification by CSD that corrective measures have been implemented, that all conditions have been met and that disallowed costs have been repaid or, alternatively, that CSD has deemed Contractor's repayment plan to be acceptable and Contractor has demonstrated it is in compliance with the plan. Upon determination that Contractor has complied with the requirements of the Notice of "High Risk" Designation, CSD shall give Contractor written notice of such determination.

10.4.7 In the event Contractor's non-compliance with the terms and conditions of this Contract are not remedied through imposition of special conditions, and/or sanctions, thereby enabling CSD to remove "high risk" designation, CSD may initiate further Enforcement Actions involving Contract Suspension, Contract Termination and Termination of service provider status, which shall be initiated and conducted in accordance with the applicable provisions found in 22 CCR § 100875 and other applicable State and federal statutes and regulations.

10.4.8 Lien rights

The State retains lien rights on all funds advanced.

10.5 Service Delivery and Expenditure Requirements

10.5.1 Service Delivery and Expenditure of Funds

10.5.1.1 Contractor shall, in accordance with Government Code §16367.5, be afforded maximum flexibility and control, within the parameters of federal and state law, in the planning, administration, and delivery of ARPA LIHEAP services. Regardless of the modalities and techniques utilized, Contractor is obligated: a) to ensure that the maximum numbers of persons are served, consistent with the effective and efficient service delivery, with program requirements and with applicable law; and b) to fully expend program funds by the date identified in the contract.

10.5.1.2 A substantial failure to expend funds and provide services to readily available qualified applicants, except for compelling reasons beyond Contractor's control, shall be deemed prima facie evidence of breach of contract and may constitute grounds for "high risk" designation and the

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applicable remedies as provided in Section 10.4, "Enforcement Process – Noncompliance with the Requirements of this Contract." Such failure of performance may, in accordance with the provisions of this article, result in a reduction in Contractor's grant allocation and the redistribution of future funding to other performing service providers.

10.5.2 Contractor Expenditure and Reporting Requirements

Contractor shall be at 99% expenditure of the Contract by March 31, 2023.

10.5.2.1 CSD will monitor Contractor's expenditures to evaluate compliance with meeting expenditure requirements of no less than 25% by December 31, 2021, 40% by May 31, 2022, 75% by December 31, 2022, and 99% by March 31, 2023, including ASF.

10.5.2.2 Contractor shall submit timely expenditure reports, that allow CSD to evaluate Contractor's ability to meet expenditure date requirements in section 10.5.2.1. Based upon these reports, CSD may determine that Contractor has not met the 75% or 99% expenditure requirements and is out of compliance with this Contract.

10.5.2.3 If the Contractor does not fully expend its allocation by March 31, 2023, as reported by April 30, 2023, regardless of contract extensions, the Contractor's 2023 LIHEAP allocation shall be reduced by the amount of unexpended funds and reallocated to another contractors that met the expenditure requirement.

10.5.2.4 Notwithstanding subsection 10.5.2.3, should the Contractor's actual expenditure indicate the Contractor did not expend 75% by December 31, 2022, as reported by January 31, 2023, CSD will notify the Contractor requesting the Contractor submit a request to expend beyond March 31, 2023.

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CERTIFICATIONS AND ASSURANCES

ARTICLE 11 - FEDERAL AND STATE POLICY PROVISIONS

11.1 Certifications

11.1.1 Contractor's signature affixed to this Contract shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following:

11.1.1.1 Drug-Free Workplace Requirements, Contract Certification Clauses 04/2017 (CCC-04/2017)

11.1.1.2 National Labor Relations Board Certification (CCC-04/2017)

11.1.1.3 Expatriate Corporations (CCC-04/2017)

11.1.1.4 Domestic Partners (CCC-04/2017)

11.1.1.5 Labor Code/Workers' Compensation (CCC-04/2017)

11.1.1.6 Americans with Disabilities Act (CCC-04/2017)

11.1.1.7 Contractor Name Change (CCC-04/2017)

11.1.1.8 Resolution (CCC-04/2017)

11.1.1.9 Air or Water Pollution Violation (CCC-04/2017)

11.1.1.10 Information Integrity and Security (Department of Finance, Budget Letter 04-35)

11.1.1.11 Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Office of Information Security and Privacy Protection, Management Memo 08-11).

11.1.2 The above documents are hereby incorporated by reference into this Contract. To access these documents, please visit the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Pages/Home.aspx or https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language (CCC-04/2017).

11.2 Provisions for Federally Funded Grants

11.2.1 In order to be eligible for LIHEAP funding under ARPA, Contractor certifies that it

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possesses legal authority to apply to the State for LIHEAP funds and assures compliance with the purposes as set forth in 42 U.S.C. §§ 8621 et seq., as amended.

11.2.2 Eligibility to Receive Federally Funded Public Benefits

Pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) (Public Law (Pub. L.) 104-193), as amended, and Executive Order W13596, dated August 27, 1996, while in effect, applicants for federally funded public benefits are required to provide proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status. (8 U.S.C. §§ 1611, 1612, & 1642.) Contractor shall verify client eligibility in accordance with CSD Applicant Verification of Eligibility Procedures and Regulations, forms, and other written guidance provided by CSD.

11.2.3 Under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) Section 508, and NO VERIFICATION REQUIREMENT FOR NONPROFIT CHARITABLE ORGANIZATIONS, Section 432 (d) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 USC § 1642 et seq.) as amended, Nonprofit Charitable Organizations are exempt from the requirement to determine, verify, or otherwise require proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status of any applicant for such benefits in providing any Federal public benefit (as defined in 8 U.S.C. § 1611(c)) or any State or local public benefit (as defined in 8 U.S.C. § 1621(c).) (Pub. L. 104-208, Section 508; and 8 U.S.C. § 1642(d)).

11.2.4 Federal Funding Accountability and Transparency Act reporting requirement (FFATA) (Pub. L. 109-282).

Pursuant to the FFATA, CSD is required to report information regarding contractors (sub-awardees) receiving ARPA LIHEAP funds. Contractor must complete CSD form 279 and return with the Contract to enable CSD to comply with FFATA reporting requirements.

CSD may issue guidance and/or Amendment(s) to this Contract, establishing additional reporting requirements as necessary to ensure compliance with the FFATA or other Federal and State regulations, as applicable.

Salary Limitation – Federal Executive Level II. Federal funds for grant programs consistently include a provision as part of the Consolidated Appropriations Act of 2017 (Public Law 115-31) from Congress that the amount that "shall be used to pay the salary of an individual, through the grant or other extramural mechanism" including non-federal share, must not exceed the amount of the Federal Executive Level II salary for that calendar year. This amount is published annually by the U.S. Office of Personnel Management and can be found on their website at https://agencies.csd.ca.gov/home/Pages/Home.aspx or

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https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language (CCC-04/2017). This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties of the non-Federal entity's organization. This salary limitation also applies to subawards, contracts, and subcontracts under an ACF grant or cooperative agreement.

11.2.4.1 Federal Funds Accountability and Transparency Act (FFATA) Requirements. Awards under these programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" (FFATA). Under this statute, the grant recipient is required to report information regarding executive compensation and all subawards, contracts, and subcontracts in excess of $25,000 through the Federal Subaward Reporting System (https://www.fsrs.gov/) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.

11.2.5 Human Trafficking Provisions. Contractor is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 U.S.C. § 7104). The full text of this requirement can be found at https://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons.

11.2.6 Prohibition on Use or Procurement. Pursuant to the "Prohibition of certain telecommunications and video surveillance services or equipment" (2 CFR § 200.216), Contractors is are prohibited from expending grant funds on "equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)". The full text of this requirement can be found in the Electronic Code of Federal Regulations (eCFR).

11.3 Federal Certifications Regarding Debarment, Suspension, and Related Matters

Contractor hereby certifies to the best of its knowledge that it or any of its officers, or any subcontractors:

11.3.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

11.3.2 Have not within a three year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal,

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state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

11.3.3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Section 11.3.2 above of this certification; and

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

11.3.5 If any of the above conditions are true for the Contractor or any of its officers, Contractor shall describe such condition and include it as an attachment to the Contract. Based on the description, CSD in its discretion may decline to execute this Contract or set further conditions for this Contract. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Contract, and CSD may terminate this Contract for cause immediately pursuant to the termination provisions of State and federal law governing the Low-Income Home Energy Assistance Program.

11.3.6 As provided in this article, Contractor must certify in writing to the best of its knowledge that any subcontractor(s) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

11.4 Affirmative Action Compliance

11.4.1 Each contractor or subcontractor with 50 or more employees and a contract of $50,000 or more shall be required to develop a written Affirmative Action Compliance Program.

11.4.2 The written program shall follow the Equal Employment Opportunity clause obligations set forth in Title 41 of the Code of Federal Regulations, Section 60-1.40, Sections 60-2.10 through 60-2.32, and Sections 60-741.4 through 60-741.43.

11.4.3 Each contractor or subcontractor with less than 50 employees shall comply with Executive Order 11246, Part II, Section 202, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply, in full, with the requirements thereof.

11.5 Nondiscrimination Compliance

11.5.1 Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination

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program requirements set forth in this section.

11.5.2 Contractor hereby certifies compliance with the following:

11.5.2.1 Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity;

11.5.2.2 Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq. and 2000e et seq.);

11.5.2.3 The Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701 et seq.);

11.5.2.4 Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (38 U.S.C. § 4211 et seq.; 41 CFR Part 60-300);

11.5.2.5 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (41 CFR Subtitle B, Chapter 60, as amended); and

11.5.2.6 Americans with Disabilities Act of 1990 (Pub. L. 101-336, 29 U.S.C. § 794).

11.6 Contractor Fair Hearing - Civil Rights Act Violation

11.6.1 In the event of any violation or alleged violation of Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C. § 2000d et seq.) Contractor has the right to request a fair hearing in response to such violation or alleged violation within 30 calendar days from the date of such action.

11.6.2 The State shall conduct such fair hearing in accordance with Title 45, Code of Federal Regulations, Part 81.

11.7 Specific Assurances

11.7.1 Pro-Children Act of 1994

11.7.1.1 This Contract incorporates by reference all the nonsmoking policy provisions set forth in the Pro-Children Act of 1994 (20 U.S.C. § 6083).

11.7.1.2 Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

11.7.2 American-Made Equipment/Products

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Contractor shall assure, pursuant to the Buy American Act of 1933 (41 U.S.C. § 8301 et seq.), to the extent practicable, that all equipment and products purchased with funds made available under this Contract shall be American made (20 U.S.C. § 6067).

11.7.3 Federal and State Occupational Safety and Health Statutes

Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes: the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Health & Safety Code §§ 25249.5 et seq.); Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program) (60 FR 25492, codified at 40 CFR Part 273); and California Workers' Compensation laws (Labor Code §§ 3200 et seq.).

11.7.4 Political Activities

11.7.4.1 Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Contract.

11.7.4.2 Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Contract.

11.7.5 Lobbying Activities

11.7.5.1 Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Contract or any other fund, programs, projects, or activities that flow from this Contract.

11.7.5.2 If Contractor engages in lobbying activities, Contractor shall complete, sign and date the CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, as required by the HHS (45 CFR Part 93, Appendix A).

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ARTICLE 12 - GENERAL TERMS AND CONDITIONS GTC 04/2017

Contractor may find the required California General Terms and Conditions (GTC 04/2017) at the following web address:

https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

Click the "GTC 04/2017" link to download the current requirements.

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ARTICLE 13 - DEFINITIONS

All terms used in this Contract shall be those as defined in applicable federal and state law (see 42 U.S.C. §§ 8621 et seq. and Government Code § 16367.5) and regulation (see 45 CFR Part 96 and 22 CCR § 100800), or as more specifically defined as:

Administrative Costs: Actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, facilities, utilities, office and computer equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program. Includes incurred costs associated with participation and attendance to policy advisory committee meetings and workgroups.

ARPA LIHEAP Supplemental Funds: Funds above and beyond the ARPA Contractor's allocation for the purpose of assisting Contractor with cost related to ramp-up and implementing the Contract and Business Plan.

Contract: The complete contents of this contract entered into by and between CSD and Contractor, including all rights, duties, and obligations, whether expressed or implied, required toward the legal performance of the terms hereof.

Amendment: A formal change to the Contract of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Contract.

Authorized Agent: The duly authorized representative of the Board of Directors of Contractor and duly elected or appointed, qualified, and acting officer of CSD. In the case of Contractor, CSD shall be in receipt of board resolution affirming an agent's representative capacity to bind Contractor to the terms of this Contract.

CSD Program Advisory (CPA): The purpose of the CPA is to provide information, correct problems, contradictions and uncertainty. A CPA serves as short-term guidance to inform or direct immediate action to correct a problem or provide relief from an obligation.

CSD Program Notice (CPN): The purpose of the CPN is to supplement contractual requirements and facilitate program implementation. A CPN serves as long term guidance to summarize or interpret regulations or contract requirements.

Call-Back: A call-back is a visit from Contractor that occurs when a measure fails (either during inspection, or later within the warranty period) and must be corrected by the Contractor. The required warranty periods are defined in CSD's TRM Appendix B.

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California Certified Inspector/Risk Assessor Contractor: An individual who is certified by the State of California, Department of Health Services, as a lead-related construction Inspector/Risk Assessor.

California Energy Commission (CEC) Climate Zone: The CEC established 16 climate zones that represent a geographic area and that have a particular weather pattern. These climate zones are based on energy use, temperature, weather, and other factors that determine the types of building standards that are subject to the Title 24 Energy Efficiency Standards and that dictate the energy conservation measures that must be installed in a weatherized dwelling, as required by law.

Certification Date: The date the applicant is deemed eligible and the Contractor commits to provide services. The certification date should not be before the intake date.

Certified Lead-Free: Residential property that has been determined by a California Certified Inspector/Risk Assessor Contractor to be absent from the presence of lead-based paint.

Certified Lead-Safe: Residential property in which lead-painted surfaces are intact and/or have been treated with measures to stabilize and eliminate lead-paint hazards and that, as such, poses no immediate threat to the occupants as determined by a California Certified Inspector/Risk Assessor Contractor.

Certified Translator: A translator that has been certified to translate a specific language and are often members of a professional translation association such as American Translators Association and American Literary Translators Association, etc.

Children: Members of a household who have not attained their 19th birthday.

Client Education/Counseling: Includes, but is not limited to, providing client with written information describing energy-saving behavioral adjustments that will decrease the energy consumption of the household; providing client with resource information, referral, and budget counseling in order to assist clients in achieving self-sufficiency; providing client with mold and lead-safe education and advising client of the benefits of weatherization in their homes.

Client Intake: Includes, but is not limited to, the process of completing an intake form and reviewing applicant documentation in order to verify eligibility.

Client Needs Assessment: The act of acquiring additional and appropriate information from an eligible client to determine the needs that can be served by Contractor and other available programs after eligibility has been established.

Contractor: The entity (partnership, corporation, agency, or association) designated on the face sheet (STD 213) of this Contract.

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CORE: Combined Output Reporting Engine (CORE) System: Software used by CSD's Local Service Providers to submit Utility Assistance, Wood, Propane, and Oil transaction records for validation and further processing.

Crisis: Weather-related and/or supply-shortage emergencies and other household energy-related emergencies that negatively impact the energy-related economic conditions of low-income households. A crisis can be caused by:

a. Cold or hot weather related events, such as flood, earthquake, tornado, hurricane, ice storm/freeze; or events meeting such other criteria as the Governor, and/or the President of the United States, at their discretion, and/or their designee, including CSD, may determine to be appropriate; or

b. Geopolitical events, such as wars, terrorism, civil disturbances, and embargoes, including geopolitical events that negatively impact the energy-related economic conditions of low-income households.

CSD: The State of California Department of Community Services and Development.

Database Transfer: A method wherein contractors utilize a local database platform to provide CSD with downloaded client and other program data.

Delegation Agreement: The administration of weatherization and EHCS services are delegated by a CSD Network ARPA LIHEAP Contractor, through an agreement, to Contractor.

Diagnostic Testing: Series of testing protocols performed under the weatherization program involving the use of specialized tools to assess: the operating condition of combustion appliances for general safety and carbon monoxide emission levels, and pressurized diagnostic testing procedures to assess the integrity of building envelopes and duct systems for leakage and outside air infiltration. Diagnostic tests shall only be performed by qualified individuals possessing the required skill and training needed to perform diagnostic testing activities.

Direct Services: The portion of the ARPA LIHEAP funding to carry out the provisions of ARPA LIHEAP services and activities of this Contract, to include: Energy Crisis Intervention Program (ECIP) Services (excluding Utility Assistance), and Wood Propane and Oil (WPO).

Direct Services Costs: The portion of allocation that is budgeted by Contractor and will be reported to the California Legislature: Utility Assistance (UA), Energy Crisis Intervention Program (ECIP) Services, Wood Propane and Oil (WPO), Severe Weather Energy Assistance and Transportation Services (SWEATS), and Public Safety Power Shut-Off Preparedness (PSPS).

DOE:The United States (U.S.) Department of Energy that provides funds for the Weatherization Assistance Program for Low-Income Persons. This program is authorized by Title IV of the

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Energy Conservation and Production Act (Pub. L. 94-385). The federal regulations for this program are in 10 CFR Part 440.

Dwelling Assessment: The process used to evaluate the service needs of an eligible dwelling for ECIP EHCS services offered under the ARPA LIHEAP programs. An assessment shall be performed by qualified individuals possessing the required skill and training needed to perform assessment activities.

Dwelling Unit: A house, including a stationary mobile or manufactured home, an apartment, a group of rooms, or a single room occupied as separate living quarters.

EHA-16:A term used to reference Emergency Crisis Intervention Program, Home Energy Assistance Program and Assurance-16 service components.

Elderly:An individual 60 years of age or older.

Electronic File:A contract or other record created, generated, sent, communicated, received, or stored by electronic means.

Emergency:Meets the federal definition at 42 U.S.C. § 8622(1) and shall be defined as being any one or more of the following conditions:

a. A natural disaster (whether or not officially declared);

b. A significant home energy supply shortage or disruption;

c. An official declaration of a significant increase in:

   i. Home energy costs;

   ii. Home energy disconnection;

   iii. Enrollment in public benefit programs; or

   iv. Unemployment and layoffs;

d. An official emergency declaration by the Secretary of Health and Human Services.

   In those situations where there is not an official federal, state, or local declaration of emergency, e.g., an undeclared natural disaster or a significant home energy supply shortage or disruption that affects a low-income individual, an emergency will be deemed to exist by CSD where there is imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

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Energy Burden: The expenditures of the household for home energy divided by the income of the household.

Energy Conservation Measures (also known as Weatherization Measures): A wide variety of measures installed in or applied to the dwelling to increase the energy efficiency or to reduce the total energy expenditures of the dwelling.

Environmental Inspection: A visual assessment and sampling which includes asbestos, lead and radon when allowable per the contract. Environmental inspections shall be in accordance with all CSD policies and procedures and in compliance with all Federal and State regulations. Allowable costs include actual labor costs while on the jobsite and testing fees associated with the inspection.

Evaporative Cooler Repairs: Repair or replacement of filter pads, water pumps, belts, motors, or other components that promote efficient operation of the unit.

General Operating Costs: Costs that are directly allocable to those costs defined as related facilities, office and computer equipment, office supplies, telephone and travel as allowable program costs.

Hazardous Condition: Any condition posing an immediate health and safety threat to the client and/or persons working in the dwelling unit. Hazardous conditions include but are not limited to: Combustion Appliance Safety (CAS) hazards, appliance-related hazards, and electrical hazards as defined in the CSD TRM.

Heating/Air Conditioning Appliance Repairs/Replacements: The complete unit replacement, adjustments of gas pressure and/or air/fuel mixture, replacement of thermocouples, adjustment of refrigerant charge, filter replacements, or other component repairs or replacements necessary for safe and efficient operation.

Health and Safety Measures: A subcategory of weatherization measures installed to mitigate health and safety hazards generated by combustion appliances and to preserve or improve indoor air quality. These measures include CO alarms, smoke alarms, heating/cooling and water heater repairs and replacements, Environmental Hazard Work weatherization and kitchen cooking appliance repair and replacements.

Home Energy Rating System (HERS) Provider, also referred to as HERS Rater: An entity or individual recognized by the California Energy Commission as a HERS Provider and certified in performing the necessary field and diagnostic testing verifications for demonstrating compliance with the 2016 Building Energy Efficiency Standards.

HUD Unit:A housing unit participating in a U.S. Department of Housing and Urban Development (HUD) Assisted Housing Program.

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Infiltration Reduction Measures: A subcategory of weatherization measures installed in or applied to dwellings to reduce or stop the uncontrolled flow of conditioned air out of the dwelling or the uncontrolled flow of outside air into conditioned areas in the dwelling. Infiltration reduction is best accomplished with shell leakage technology.

Intake Date:The date the Contractor receives or accepts the application.

Interest Income: The interest earned by a Contractor directly generated or earned as a result of unexpended ARPA LIHEAP grant funds at the end of a contract term period. The interest earned by a Contractor is income generated as a result of depositing federal funds in an interest-bearing account.

Labor and Material Measures: Those measures where the measure reimbursement is based on the combined total of labor and material and the quantity of the measure itself is not limited to a specific amount per weatherized dwelling.

Labor and Material Single-Quantity Measures: Those weatherization measures where the reimbursement is based on the combined total of labor and material cost and the maximum quantity of the measure is limited to a single item per weatherized dwelling.

Liability Insurance: Insurance coverage to protect against claims alleging one's negligence or inappropriate action resulting in bodily injury or property damage. Related costs shall mean those actual costs allocated for insurance bonds, general liability insurance, and pollution occurrence insurance. Pollution occurrence insurance is optional.

Limited Home Repair (LHR): Those repairs that have a direct association with weatherization measures being installed and are necessary for the effective performance or preservation of weatherization materials. LHR shall include:

a. Kitchen cabinet repairs and retrofits that are associated with the replacement of a range, cook top, or pre-existing microwave oven. No other cabinet repair or retrofit shall be allowed without a program waiver.

b. Repairs necessary to restore building integrity, and limited to the following repairs:

   i. Floor/platform repair for water heaters;

   ii. Cover plate replacement;

   iii. Minor roof repairs and materials;

   iv. Mobile home skirting repairs to prevent animal infiltration;

Attachment: 2021 ARPA_2nd Attachment_Mail (RES-2021-538 : 2021 ARPA LIHEAP 21V-5570 Contract for Energy Assistance and

v. Minor exterior appliance access;

vi. Limited rehabilitation to replace deteriorated wooden window or door frames, to make possible the proper installation of a replacement door or window;

vii. Repair/installation of an exterior appliance enclosure door that does not close properly or is missing, only when appliance services will be provided under the program.

c. Extension of exhaust fan vents to the outdoors (except kitchen exhausts).

d. Extension of dryer venting to the outdoors.

e. Attic Access Enlargement (in conjunction with insulation installation).

f. Note: Costs to obtain knob-and-tube wiring "Notice of Survey by Electrical Contractor (CSD 543)" and installation of simple overcurrent protection (breakers or S-type fuses) shall be billed to "Mandatory Assessments and Diagnostics - Permits."

LHR shall NOT include:

a. Any other measure or associated incidental repair that has a chargeable line item, including Minor Envelope Repair items.

b. Repairs to the dwelling that are outside of the program scope, including but not limited to, handicap ramps, major roof repairs, or correction to structural issues that are a mandatory deferral condition.

Major Vehicle and Field Equipment Costs: Actual costs associated with the purchases of vehicles, office equipment, and field equipment $10,000 or greater per unit used for the purpose of delivery of direct services. Pre-approval from CSD is required. Field equipment means diagnostic equipment and related equipment. Purchases must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

Materials:Materials are those allowable items that are installed in or on the dwelling. All materials shall be in conformance with the CSD TRM and 10 CFR Part 440 Appendix A – Standards for Weatherization Materials.

Maximum Amount: The dollar amount reflected on line 3 of the face sheet (STD 213) of this Contract, as amended to reflect the Final Allocation for the term of this Contract.

Maximum Average Reimbursement: Represents the maximum average per dwelling investment for related weatherization service and program costs where an energy audit is conducted. The formula for determining the maximum average reimbursement is:

Definitions

Attachment: 2021 ARPA_2nd Attachment_Mail (RES-2021-538 : 2021 ARPA LIHEAP 21V-5570 Contract for Energy Assistance and

Maximum Average Reimbursement is equal to Program Operations divided by Total Completed Units.

Where Program Operations are defined as:

> Program Costs less (Training & Technical Assistance + Liability Insurance + Vehicles & Equipment Purchases Over $5,000 + Health & Safety)

Migrant Farm Worker: A seasonal farm worker who performs or has performed farm work during the eligibility determination period (any consecutive 12 month period within the 24 month period preceding application for program benefits and/or services) that requires travel such that the worker is unable to return to his/her domicile (permanent place of residence) within the same day. Migrant farm worker is not a term used in the contract but is captured for reporting purposes in CSD's Weatherization Database, EARS and Intake Form (CSD 43).

Minor Vehicle and Field Equipment Costs: Actual costs associated with the purchase of vehicle, office equipment and field equipment under $10,000 per unit used for the purpose of delivery of program services. Purchases must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

Mobile or Manufactured Home: A manufactured home regulated by the California Department of Housing and Community Development (HCD) that is built on a trailer chassis and designed for highway delivery to a permanent location, and it can be a single-, double-, or triple-wide home. To receive weatherization services under a CSD program, a mobile home must be a permanent, full-time residential dwelling, with a floor area of at least 330 square feet.

Modification: An immaterial change to this Contract that does not require an Amendment.

Multi-Unit Dwellings (MUD) also known as Multi-Family Buildings (MFB): Defined as residential dwelling structures containing more than one residential unit within a single building, including: duplexes, triplexes, fourplexes, and multi-unit apartments. For purposes of travel reimbursement to Contractors and shell leakage testing, Multi-Unit Dwellings are defined as multi-unit dwellings, e.g., apartments, with five or more attached residential units.

Multiple-Quantity Fixed-Fee Measures: Those weatherization measures with an assigned fixed unit price per measure and which provide for the installation of multiple quantities of the measure in a single weatherized dwelling.

Natural Disaster: A weather event (relating to cold or hot weather), flood, earthquake, tornado, hurricane, or ice storm, or an event meeting such other criteria as the Secretary of Federal Department of Health and Human Service, in the discretion of the Secretary, may determine to be appropriate. For the purpose of the CSD Disaster Relief Plan, emergency services may be

Attachment: 2021 ARPA_2nd Attachment_Mail (RES-2021-538 : 2021 ARPA LIHEAP 21V-5570 Contract for Energy Assistance and

provided to low-income individuals and families affected by a natural disaster when the event is declared by a Presidential or Gubernatorial Order as a Federal or State Emergency.

Non-assisted Clients: The number of clients who returned an application to the Contractor for ARPA LIHEAP services (ECIP EHCS, ECIP WPO, HEAP WPO, ECIP Fast Track and HEAP) that were denied services, and the number of applications distributed by a Contractor. This does not include applications taken from the Contractor's partners, websites (CSD, local agency or agency's partner's website) if they cannot quantify.

Nonprofit charitable organization: Is defined by the Internal Revenue Code, Section 501(c) (3) (26 U.S.C. § 501(c)(3)). Section 501(c)(3) is a tax law provision granting exemption from the federal income tax to nonprofit organizations. 501(c)(3) exemptions may apply to corporations, and any community chest, fund, or foundation, organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, or educational purposes, or to foster national or international amateur sports competition, or for the prevention of cruelty to children or animals.

Outreach and Its Related Costs: Outreach activities are designed to ensure that eligible households, especially households with elderly and/or disabled individuals with high home energy burdens, are made aware of the assistance available. Costs relating to these activities may include: developing outreach materials (flyer/brochure information packets), advertising costs, printing costs, outreach mailers to targeted households, travel to outreach sites and related facilities, site costs, and the referral of eligible households to assistance providers in the community. Intake and assisting with the completion of an intake form are not considered outreach or a related cost.

Parties: CSD on behalf of the State of California, and the Contractor.

Pledge: A guarantee of payment or promise to pay made by the Contractor to the Utility Company via phone, fax, e-mail or webservice and guaranteed by CSD.

Pledge Date: The date in which the Contractor contacts the Utility Company via phone, fax, e-mail or webservice to pledge a payment on behalf of the applicant.

Pledge Timeframe: A set length of time, beginning on the date the Contractor makes the pledge and ends after a fixed number of days.

Program: HEAP, ECIP, and Assurance 16 services provided under 42 U.S.C. §§ 8621 et seq., as amended.

Program Income: Program income means gross income earned by Contractor that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in 45 CFR § 75.307(f). "During the period of performance" is

Attachment: 2021 ARPA_2nd Attachment_Mail (RES-2021-538 : 2021 ARPA LIHEAP 21V-5570 Contract for Energy Assistance and

the time between the time in which the CSD may incur new obligation to carry out the work authorized under the award.

Ride-along: A representative of the Contractor who accompanies a designated third-party inspector while performing on-site inspections. CSD requires that, when possible, a ride-along be sufficiently trained to make necessary corrections during inspections, thereby minimizing or eliminating the need for return trips that may inconvenience the client and/or require re-inspection in accordance with the CSD TRM.

Seasonal Farm Worker: A person who during the eligibility determination period (any 12 month period within the 24 month period preceding application for program benefits and/or services) was employed at least 25 days in farm work or earned at least $400 in farm work and who has been primarily employed in farm work on a seasonal basis, without a constant year-round salary. Seasonal farm worker is not a term used in the Contract but is captured for reporting purposes in CSD's Weatherization Database, EARS and Intake Form (CSD 43).

Separate Living Quarters: Living quarters in which the occupant(s) do not live and eat with any other person(s) in the structure and which have either: (1) direct access from the outside of the building or through a common hall; or (2) complete kitchen facilities for the exclusive use of the occupant(s). The occupant(s) may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.

Single-Family Dwelling: A dwelling structure containing no more than one dwelling unit. For the purposes of travel reimbursement and shell leakage testing, a single-family dwelling is defined as a one-unit, single-family dwelling or a one-unit, single-residential housing dwelling with one to four attached units.

Single Quantity Fixed-Fee Measures: Those weatherization measures with an assigned fixed-fee reimbursement and which limit the maximum quantity of the measure/service to a single item per weatherized dwelling.

Site-built Dwelling: A conventional dwelling unit built on location, differentiated from manufactured (mobile) homes. Also known as stick built.

State: The State of California Department of Community Services and Development.

Subcontractor: An entity (partnership, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Contract.

Subcontract: A separate contract or agreement entered into by and between Contractor and Subcontractor to fulfill direct program or administrative tasks in support of this Contract.

Attachment: 2021 ARPA_2nd Attachment_Mail (RES-2021-538 : 2021 ARPA LIHEAP 21V-5570 Contract for Energy Assistance and

SUBVENTION CONTRACT

Total Allocation: The actual amount of funds available to Contractor under this Contract, as calculated pursuant to Title 22, California Code of Regulations, Section 100830 after CSD receives the notice of grant award for the full annual allocation based on the appropriation by Congress for the Federal Fiscal Year, and as publicly announced by CSD's Director or designee, subsequent to the execution of this Contract. This amount excludes the ARPA Supplemental Funds.

Utility Assistance Funding: The portion of ARPA LIHEAP funding used to provide utility assistance services under ECIP Fast Track and HEAP Electric and Gas. These funds are administered by Contractor but paid to eligible clients – or to utility companies on the client's behalf – by CSD from Contractor's allocated amount of funding.

Vendor: An individual, sole proprietorship, firm, partnership, corporation, or any other business venture from which materials and goods are supplied and purchased.

Vulnerable Populations: Young children (ages 5 years or under), disabled, and elderly persons (ages 60 or older).

Weatherization Training and Its Related Costs: Costs associated with the training of personnel or subcontractors as specified in Article 9.1 of this Contract. Training may also include internal Contractor training, and attendance at weatherization-related training to include EPD system training or other forms of weatherization training sponsored by DOE, CSD, and/or other organizations. Related costs may include salary/wages, materials, fees and travel. Excludes incurred costs associated with participation and attendance at policy advisory committee meetings and workgroups.

Workers' Compensation: Insurance that covers medical and rehabilitation costs and lost wages for employees injured at work. Workers' compensation shall mean those actual costs associated with workers' compensation coverage for program staff whose salaries and wages are chargeable under program costs.

Attachment: 2021 ARPA_2nd Attachment_Mail (RES-2021-538 : 2021 ARPA LIHEAP 21V-5570 Contract for Energy Assistance and

SUBVENTION CONTRACT

ARTICLE 14 - TABLE OF FORMS AND DOCUMENTS INCORPORATED BY REFERENCE

The following forms and documents are available on the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

14.1 Forms to be returned with signed contract:

14.1.1 Certification Regarding Lobbying/Disclosure of Lobbying Activities;

14.1.2 Agency Staff and Board Roster (CSD 188); and

14.1.3 Federal Funding Accountability and Transparency Act Report (CSD 279).

14.2 The following documents are hereby incorporated by this reference:

14.2.1 2021 ARPA Numbers, Contractors, and Service Territories;

14.2.2 Business Plan;

14.2.3 State Administrative Manual Section 5300 at http://sam.dgs.ca.gov/TOC/5300.aspx;

14.2.4 Reimbursement Rates for ECIP EHCS and SWEATS Activities;

14.2.5 State Information Management Manual at http://www.cio.ca.gov/Government/IT_Policy/SIMM.html;

14.2.6 Supplemental Audit Guide;

14.2.7 Weatherization Training Program; and

14.2.8 Direct Pay Utility Pledge Timeframe.

14.3 The following CPA's and CPN's are hereby incorporated by reference:

14.3.1 CPA-A-12-01 Program Procedure Guidance with NCB Procurement Worksheet;

14.3.2 CPA-E-18-005 Expenditure Reconciliation Policy and Procedure;

14.3.3 CPN-A-17-01 Equipment Use and Disposition Requirements;

14.3.4 CPA-E-20-01 Guidance and program relief for LSPs impacted by COVID-19

Attachment: 2021 ARPA_2nd Attachment_Mail (RES-2021-538 : 2021 ARPA LIHEAP 21V-5570 Contract for Energy Assistance and

14.3.4.1 CPA-E-20-01E Guidance and program relief for LSPs impacted by COVID-19

14.3.5 CPA-E-21-01 Technical Reference Manual Transition

14.3.6 CPA-E-21-02 Revised Weatherization Forms Implementation

14.3.6.1 CPA-E-21-02E Revised Weatherization Form Implementation

14.3.7 CPN-A-18-01 Program Income;

14.3.8 CPN-E-19-001 Working Capital Advance;

14.3.9 CPN-E-19-002 Energy Reimbursement Policies and Procedures; and

14.3.10 CPN-E-20-01 SWEATS Policy.

14.3.11 CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy;

14.3.11.1 CPN-E-20-02E PSPS Emergency Preparedness Pilot Policy Errata

14.3.11.2 CPN-E-20-02M PSPS Emergency Preparedness Pilot Policy

14.3.11.3 CPN-E-20-02M2 PSPS Emergency Preparedness Pilot Policy Modification

14.3.12. CPN-E-20-03E7 Payment of Wages and Benefits COVID-19 Errata 7

14.3.13 CPN-E-20-05 Transferring Funds

14.3.14 CPA-E-21-01 Technical Reference Manual Transition

14.3.15 CPA-E-21-02 Revised Weatherization Forms Implementation

14.3.15.1 CPA-E-21-02E Revised Weatherization Form Implementation

Attachment: 2021 ARPA_2nd Attachment_Mail (RES-2021-538 : 2021 ARPA LIHEAP 21V-5570 Contract for Energy Assistance and

STATE OF CALIFORNIA

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

Eligibility & Verification Guide:

Special Addendum for the American Rescue Plan Act (ARPA LIHEAP) Program Only

08/30/21

Attachment: 2021 ARPA_2nd Attachment_Mail (RES-2021-538 : 2021 ARPA LIHEAP 21V-5570 Contract for Energy Assistance and

LIHEAP Eligibility & Verification Guide: Special Addendum for ARPA LIHEAP Program Only

Purpose	This document is an addendum to the current 2021 CSD Eligibility and Verification (E&V) Guide. The purpose is to explain the eligibility and verification changes that apply to the 2021 ARPA Program contract.
Background	On March 11, 2021, the American Rescue Plan was signed into law, providing $1.9 trillion in emergency assistance response to the COVID-19 pandemic. Four billion and five hundred million dollars of that was earmarked for LIHEAP, of which California received just over $203.6 million. CSD elected to award ARPA supplemental LIHEAP funds to Local Service Providers (LSP) under a separate contract, also referred to as a ARPA LIHEAP Program Contract.
Overview of Changes	There are minor differences in program eligibility and verification requirements between the ARPA LIHEAP Program Contract and regular LIHEAP contracts. These differences are further clarified in this E&V Guide Addendum and summarized in brief below: 1. **Section 1.1: Prioritization** Benefits are provided on a first come, first serve basis. 2. **Section 1:2 ARPA Fast Track Assistance Eligibility Requirements** Benefits were increased up to $3,000 in order to provide additional assistance to resolve an applicant's threat of disconnection or service loss due to nonpayment. 3. **Section 1:3 ARPA LIHEAP Contract Leveraging** LSPs may leverage all open contracts with the ARPA contract to provide enhanced benefits applicant's with large past due energy bills in order to prevent disconnection.

Attachment: 2021 ARPA_2nd Attachment_Mail (RES-2021-538 : 2021 ARPA LIHEAP 21V-5570 Contract for Energy Assistance and

Section I.I: Prioritization

Policy:

Applicants who are income qualified and meet all other LIHEAP eligibility requirements are eligible for services on a first come, first serve basis.

ARPA LIHEAP Applications are not subject to the LIHEAP Agency Local Plan and Priority Points:

The LIHEAP Local Agency Plan and Priority Plan points are not applicable to the ARPA LIHEAP contract and ARPA LIHEAP applicants cannot be denied benefits based on the LIHEAP Agency Local Plan.

1. Priority Points may be applied to ARPA LIHEAP applications for operational purposes only.
2. Applications cannot be held over to the following day, week or month based on the LSP's priority plan implementation policies.
3. Applicants receiving additional benefits from other CSD contracts (e.g. CARES Act, LIHEAP or DAP) must be prioritize in accordance with each respective contract requirement.
4. LSPs may modify their LIHEAP priority plan implementation (Attachment I Implementation Plan) by reducing or eliminating a minimum point threshold to streamline the leveraging process and meet the needs of low-income households in their community.

Attachment: 2021 ARPA_2nd Attachment_Mail (RES-2021-538 : 2021 ARPA LIHEAP 21V-5570 Contract for Energy Assistance and

Section I.2: ARPA LIHEAP Fast Track Assistance Eligibility Requirements

Policy:

Under the ARPA LIHEAP Contract, Fast Track benefits are increased to $3,000 in order to provide a greater amount of financial assistance to applicants with high utility bill arrearages and at-risk of disconnection or have lost access to utility service due to nonpayment. For applicants eligible to receive Fast Track assistance, LSPs must pay the owing balance or amount required by the utility company to alleviate the threat of service disconnection or restore lost service in an amount not to exceed $3,000. LSPs cannot establish an internal policy to limit a Fast Track benefit to less than $3,000 (i.e. LSP caps Fast Track at $800 regardless if the customer needs more to resolve the disconnection). LSP's shall continue to apply a Fast Track benefit to eligible customers with a 15 day or 48-hour shut off notice consistent with 2021 Eligibility and Verification Guide section, 1.10 Qualifying for Fast Track Assistance.

LSP have discretion to issue a HEAP or Fast Track benefit to eligible customers that do not have a 15 day or 48-hour shut off notice

Arrearage Management Program (AMP) for Fast Track Eligibility:

CSD does not consider customers enrolled in the Arrearage Management Program (AMP) to automatically qualify for a Fast Track benefit.

In accordance with ECIP Policies and Procedures and Government Code Section 16367.5, to be eligible for a Fast Track benefit the customer must meet one of the following conditions:

- Receipt of utility shutoff notice;
- Utility or energy termination;
- Insufficient funds to establish a new energy account;
- Insufficient funds to pay a delinquent utility bill; or
- Insufficient funds to pay for essential firewood, oil, propane.

Customers enrolled in AMP and current on their bill do not meet the Fast Track criteria state above as they are not at-risk of being disconnected and they are no longer facing an energy emergency or energy crisis based on the customer's active participation in AMP. An AMP customer may qualify for a Fast Track benefit at the time their participation in AMP ends and any portion of unforgiven AMP debt is applied to the customer's bill(account) and results in a past due balance.

Attachment: 2021 ARPA_2nd Attachment_Mail (RES-2021-538 : 2021 ARPA LIHEAP 21V-5570 Contract for Energy Assistance and

Section I.3: ARPA LIHEAP Contract Leveraging

Policy:

LSPs may leverage all open contracts with the ARPA LIHEAP contract to provide enhanced assistance (i.e. higher level of benefit) to customers with large past due energy bills or balances.

Agencies have the discretion to decide on how they leverage ARPA LIHEAP, LIHEAP, CARES Act or DAP benefits and coordinate with utility programs (AMP, CARE, reduced rate program, etc.) to provide the best possible outcome for the customer.

LSPs can use the same CSD 43 Intake form to qualify applicants for multiple program benefits at the same time.

Examples of Customer Benefit Determination Scenarios (scenarios below do not represent all situations):

Example A: $3,200 current charges and past due - $3,000 ARPA LIHEAP Fast Track Utility Assistance benefit is applied and a $300 LIHEAP-HEAP, DAP HEAP or CARES Act benefit is applied. The customer's past due amount is resolved, the customer is no longer at-risk of being disconnected, and a $100 credit is applied to the customer's account.

NOTE: The regular LIHEAP HEAP, DAP HEAP or CARES Act benefit applied may result in a credit to the customer's account, which is acceptable.

Example B: $4,000 current charges and past due - $3000 ARPA LIHEAP Fast Track benefit is applied and a $1,000 LIHEAP Fast Track or $1,000 DAP Fast Track benefit is applied. The customer's past due amount is resolved, and the customer is no longer at-risk of being disconnected. No additional benefit is needed or should be applied.

Example C: $500 current charges and past due – $500 ARPA LIHEAP HEAP Utility Assistance benefit is applied. The customer's past due amount is resolved, and the customer is no longer at-risk of being disconnected. No additional benefit is needed or should be applied.

Examples of AMP Customer Benefit Determination Scenarios (scenarios below do not represent all situations):

Applicants enrolled in AMP are eligible for assistance on their current charges owed, past due amounts resulting from a missed payment, or when the customer participation in AMP ends and any portion of unforgiven AMP debt is applied to the customer's bill (account) and results in a past due balance.

Example A: $300 current charges owed no past due – Customer is enrolled in AMP and has an AMP debt of $2,000 that is set aside that will be forgiven if the customer meets the obligations of the AMP program. A $400 ARPA LIHEAP HEAP or LIHEAP HEAP Utility Assistance benefit is applied, and the customer has a $100 credit that will be applied towards charges on the next month's bill. The customer is not eligible for a Fast Track benefit since the customer is not at risk of being disconnected. No additional benefit is needed or should be applied.

Example B: $600 current charges and past due (not AMP debt) – Customer missed a $300 payment from last month and owes current charges of $300. A $600 Fast Track benefit is applied. The customer's past due amount that resulted from missing a payment is resolved, and the customer is no longer at-risk of being disconnected or being removed from the AMP program. No additional

Attachment: 2021 ARPA_2nd Attachment_Mail (RES-2021-538 : 2021 ARPA LIHEAP 21V-5570 Contract for Energy Assistance and

benefit is needed or should be applied.

Example C: $4,000 AMP debt is unforgiven after an AMP participant completes or is removed from AMP and results in a past due - $3,000 ARPA LIHEAP Fast Track benefit is applied, and a $1000 LIHEAP benefit is applied. The customer's past due amount is resolved, and the customer is no longer at-risk of being disconnected. No additional benefit is needed or should be applied.

Attachment: 2021 ARPA_2nd Attachment_Mail (RES-2021-538 : 2021 ARPA LIHEAP 21V-5570 Contract for Energy Assistance and

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-539

MEETING: September 28, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Third Amendment - Agreement with CF Merced LLC for Inpatient Residential Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve the Third Amendment to Agreement with CF Merced LLC. for Psychiatric Hospitalizations Increasing the Amount by $42,000 to a New Amount Not to Exceed $197,000, for Terms of July 1, 2020 through June 30, 2021; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Mariposa County does not operate inpatient residential facilities and therefore contracts for such services. CF Merced LLC is a locked residential facility that is used to house clients who require a higher level of care than is provided at a Board and Care or a private residence. During the current term of our agreement, the demand for services at this facility has been greater than anticipated.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The most recent agreement for this facility was approved by the Board on August 25, 2020 by Resolution Number 2020-517.

The Board of Supervisors approved the First Amendment on December 22, 2020 by Resolution Number 2020-742.

The Board of Supervisors approved the Second Amendment on April 6, 2021 by Resolution Number 2021-164

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this amendment is not approved, Mariposa County would be delinquent in meeting financial obligations for existing clients at CF Merced, and the Health and Human Services Agency (HHSA) may be hindered in providing vital services for clients in need.

FINANCIAL IMPACT:
This contract will continue to be paid by realignment revenue within the Behavioral Health budget unit 001-0402. There is no impact on the General Fund.

ATTACHMENTS:
CF Merced LLC Agreement 2021 - Wsignature (PDF)
1st Amend - CF Merced Agreement 2021 Wsignatures Res. #2020-742 (PDF)

REF ID# 12123

Second Amendment - CF Merced Agreement 2021 Wsignatures Res #2021-164 (PDF)
Third Amendment - CF Merced Agreement 2021v3 (PDF)
Third Amendment - Exhibit B CF Merced 2021v2 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 9(

RESOLUTION - ACTION REQUESTED 2020-517

MEETING: August 25, 2020

TO: The Board of Supervisors

FROM: Eric Sergienko, Health Officer/Acting HHSA Director

RE: Approve Contract with CF Merced LLC for Inpatient Residential Services

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RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with CF Merced LLC. for Psychiatric Hospitalizations in an Amount Not to Exceed $60,000; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Mariposa County does not operate inpatient residential facilities and therefore contracts for such services. CF Merced LLC is a locked residential facility that is used to house clients who require a higher level of care than is provided at a Board and Care or a private residence.

The County does not use this facility often, but it is important to keep this agreement in place to insure the availability of a bed when a crisis arises. Having an existing agreement guarantees the County a negotiated rate. This agreement is at no cost unless the County uses a bed.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The most recent agreement for this facility was approved by the Board on August 20, 2019 by Resolution Number 2019-487.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this agreement is not approved, the placement options available to the Health and Human Services Agency would be limited. Without an agreement in place, finding an open bed for this level of care could be more difficult, and the costs could increase.

FINANCIAL IMPACT:
This contract will continue to be paid by realignment revenue within the Behavioral Health budget unit 001-0402. There is no impact on the General Fund.

ATTACHMENTS:
CF Merced LLC Agreement 2021 - Wcsignature (PDF)

REF ID# 10846

Attachment: CF Merced LLC Agreement 2021 - Wsignature (RES-2021-539 : Third Amendment - Agreement with CF Merced LLC for Inpatient

Resolution - Action Requested 2020-517

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Merlin Jones, District II Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

Attachment: CF Merced LLC Agreement 2021 - Wsignature (RES-2021-539 : Third Amendment - Agreement with CF Merced LLC for Inpatient

AGREEMENT FOR INPATIENT RESIDENTIAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 25th day of August, 2020 by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and CF Merced, LLC ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2020 and terminate on June 30, 2021 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $60,000. The Contractor's rates are listed in Exhibit B, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

Attachment: CF Merced LLC Agreement 2021 - Wsignature (RES-2021-539 : Third Amendment - Agreement with CF Merced LLC for Inpatient

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability

Attachment: CF Merced LLC Agreement 2021 - Wsignature (RES-2021-539 : Third Amendment - Agreement with CF Merced LLC for Inpatient

to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

Contractor shall hold harmless, defend and indemnify County and its officers, employees, agents, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of

Attachment: CF Merced LLC Agreement 2021 - Wsignature (RES-2021-539 : Third Amendment - Agreement with CF Merced LLC for Inpatient

Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. ASSIGNMENT

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

10. NOTICE

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

CONTRACTOR:
CF Merced, LLC
Dba Merced Behavioral Center
1255 "B" Street
Merced, CA 95341

COUNTY:
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Fax: (209) 742-0996

11. COMPLIANCE

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

Attachment: CF Merced LLC Agreement 2021 - Wsignature (RES-2021-539 : Third Amendment - Agreement with CF Merced LLC for Inpatient

12. PUBLIC RECORDS ACT

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

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the County of Health and Human Services Agency. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

14. ENFORCEABILITY AND SEVERABILITY

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

15. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

16. NO WAIVER

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

Attachment: CF Merced LLC Agreement 2021 - Wsignature (RES-2021-539 : Third Amendment - Agreement with CF Merced LLC for Inpatient

17. DISPUTES

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

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

18. CAPTIONS

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

19. NUMBER AND GENDER

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

20. MANDATORY AND PERMISSIVE

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

21. SUCCESSORS AND ASSIGNS

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

22. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. OTHER DOCUMENTS

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

24. CONTROLLING LAW

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

Attachment: CF Merced LLC Agreement 2021 - Wsignature (RES-2021-539 : Third Amendment - Agreement with CF Merced LLC for Inpatient

25. AUTHORITY

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

26. NEGOTIATED AGREEMENT

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

27. NO RELIANCE ON REPRESENTATIONS

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

28. WARRANTY

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

29. FUNDING AVAILABILITY

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

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

Attachment: CF Merced LLC Agreement 2021 - Wsignature (RES-2021-539 : Third Amendment - Agreement with CF Merced LLC for Inpatient

such reduction or modification of the County budget, or offer an Agreement amendment to Contractor to reflect the reduced amount.

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

COUNTY OF MARIPOSA

Kevin Cann, Chair
Board of Supervisors

CONTRACTOR

(Signature)

ATTEST:

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: CF Merced LLC Agreement 2021 - Wsignature (RES-2021-539 : Third Amendment - Agreement with CF Merced LLC for Inpatient HERS

Exhibit A
SCOPE OF WORK

Residential care in a locked Psychiatric Skilled Nursing Facility provided by CF Merced LLC, dba Merced Behavioral Center located at 1255 B Street, Merced, CA 95340. Treatment services to include daily needs: food, bed, monthly barber, hairstyling services, basic hygiene products. Special needs: activities, nursing services, special treatment program to provide a structured educational living environment which provides for each residents psycho social needs.

Services and Personnel

CONTRACTOR shall provide psychiatric inpatient services to COUNTY beneficiaries who are authorized for services by COUNTY.

Services shall be provided to beneficiaries of COUNTY in a manner prescribed by the laws of the State of California and in accordance with the rules and regulations of relevant Federal regulations.

All personnel rendering services shall be employed by or under contract with Contractor. They shall be members of Contractor inpatient professional staff. The services shall be provided under the direction of the Contractor Facility Director and shall meet appropriate professional standards.

Progress Notes and Discharge

Contractor shall notify County of the proposed discharge date of all persons served under this Agreement.

In a timely manner and as mutually agreed upon, the CONTRACTOR shall provide to the COUNTY "Case Progress Summarization Notes" and a copy of the Discharge Summary for each client including any mental health assessments and diagnosis. Prior to discharge, the CONTRACTOR shall contact the COUNTY's assigned Hospital Liaison by phone, secure email or secure fax for coordination and consultation purposes. Secure fax number is 209 742-0996 and phone is 209 966-2000. Client records shall include enough information for an evaluation of services provided.

Protected Health Information (PHI)

CONTRACTOR agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity contractor performs on behalf of County, to the extent County would be required to comply with such requirements.

Attachment: CF Merced LLC Agreement 2021 - Wsignature (RES-2021-539 : Third Amendment - Agreement with CF Merced LLC for Inpatient

CONTRACTOR will train all staff on policies and procedures regarding PHI as necessary and appropriate for them to carry out their functions. Only encrypted PHI as specified in the HIPAA Security Rule be disclosed via email. Unsecured PHI will not be disclosed via email.

Contractor will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to:
HIPAA / 45 C.F.R. Parts 160 and 164
LPS / W&I Codes Sections 5328-5328.15
45 C.F.R. Part 2
HITECH Act 42. U.S.C. Section 17921 et. seq.
CMIA Ca Civil Code 56 through 56.37
Title 9, CCR Section 1810.370(a)(3)

Security Breaches

All security breaches will be reported immediately to the Quality Assurance unit and DHCS via phone, fax, or mail with in 48 hours.(as defined by the HITECH Act)

Attachment: CF Merced LLC Agreement 2021 - Wsignature (RES-2021-539 : Third Amendment - Agreement with CF Merced LLC for Inpatient

Exhibit B
COST PROPOSAL

Daily Rate: $204.94

Patch Rate: $250.00

Bed Hold Rate: $196.59
(Does not include medication, medical doctor visits, psychiatric visits, or other ancillary services.)

The Daily Rate will change during the contract period when the State of California updates the rates and is effective on the date of service. The total amount of the contract is not to exceed $60,000.

The Patch Rate may be changed for certain clients with severe needs subject to concurrent review and mutual agreement of County and Contractor. Contractor will coordinate weekly reviews with County staff.

Attachment: CF Merced LLC Agreement 2021 - Wsignature (RES-2021-539 : Third Amendment - Agreement with CF Merced LLC for Inpatient

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 9(

RESOLUTION - ACTION REQUESTED 2020-742

MEETING: December 22, 2020

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: First Amendment - Agreement with CF Merced LLC for Inpatient Residential Services

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RECOMMENDATION AND JUSTIFICATION:
Approve the First Amendment to Agreement with CF Merced LLC. for Psychiatric Hospitalizations Increasing the Amount by $80,000 to a New Amount Not to Exceed $140,000; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Mariposa County does not operate inpatient residential facilities and therefore contracts for such services. CF Merced LLC is a locked residential facility that is used to house clients who require a higher level of care than is provided at a Board and Care or a private residence. During the current term of our agreement, the demand for services at this facility has been greater than anticipated.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The most recent agreement for this facility was approved by the Board on August 25, 2020 by Resolution Number 2020-517.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this amendment is not approved, Mariposa County would be delinquent in meeting financial obligations for existing clients at CF Merced, and the Health and Human Services Agency (HHSA) may be hindered in providing vital services for clients in need.

FINANCIAL IMPACT:
This contract will continue to be paid by realignment revenue within the Behavioral Health budget unit 001-0402. There is no impact on the General Fund.

ATTACHMENTS:
1st Amend - CF Merced Agreement 2021 Wcsignature (PDF)
CF Merced LLC Agreement 2021 - Wsignature (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

Attachment: 1st Amend - CF Merced Agreement 2021 Wsignatures Res. #2020-742 (RES-2021-539 : Third Amendment - Agreement with CF

FIRST AMENDMENT TO AGREEMENT FOR INPATIENT RESIDENTIAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR INPATIENT RESIDENTIAL SERVICES is made and entered into this 22nd day of December 2020 by and between the County of Mariposa, a political subdivision of the State of California hereinafter referred to as **"County,"** and CF Merced LLC, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated August 25, 2020, wherein **Contractor** agreed to provide inpatient residential services; and

WHEREAS, County and **Contractor** desire to amend said Agreement to change the compensation to be provided to **Contractor**;

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

1. Paragraph 3, "COMPENSATION", is hereby amended to provide that an additional $80,000 will be added to the original amount of $60,000, making the total compensation paid to **Contractor** the not to exceed amount of $140,000.

2. Except as herein amended, the Agreement dated August 25, 2020 shall remain in full force and effect.

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

COUNTY OF MARIPOSA:

Kevin Cann, Chair
Mariposa County Board of Supervisors

CONTRACTOR:

(Signature)

ATTEST:

Danielle Wadle, Deputy
RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
STEVEN W. DAHLEM
County Counsel

LAST UPDATED 3/7/19

Attachment: 1st Amend - CF Merced Agreement 2021 Wsignatures Res. #2020-742 (RES-2021-539 : Third Amendment - Agreement with CF

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 9(

RESOLUTION - ACTION REQUESTED 2021-164

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Second Amendment - Agreement with CF Merced LLC for Inpatient Residential Services

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RECOMMENDATION AND JUSTIFICATION:
Approve the Second Amendment to Agreement with CF Merced LLC. for Psychiatric Hospitalizations Increasing the Amount by $15,000 to a New Amount Not to Exceed $155,000; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Mariposa County does not operate inpatient residential facilities and therefore contracts for such services. CF Merced LLC is a locked residential facility that is used to house clients who require a higher level of care than is provided at a Board and Care or a private residence. During the current term of our agreement, the demand for services at this facility has been greater than anticipated.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The most recent agreement for this facility was approved by the Board on August 25, 2020 by Resolution Number 2020-517.

The Board of Supervisors approved the First Amendment on December 22, 2020 by Resolution Number 2020-742.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this amendment is not approved, Mariposa County would be delinquent in meeting financial obligations for existing clients at CF Merced, and the Health and Human Services Agency (HHSA) may be hindered in providing vital services for clients in need.

FINANCIAL IMPACT:
This contract will continue to be paid by realignment revenue within the Behavioral Health budget unit 001-0402. There is no impact on the General Fund.

ATTACHMENTS:
CF Merced LLC Agreement 2021 - Wsignature (PDF)
2nd Amendment - CF Merced 2021 Wcsignature (PDF)
1st Amend - CF Merced Agreement 2021 Wsignatures Res. #2020-742 (PDF)

REF ID# 11541

Attachment: Second Amendment - CF Merced Agreement 2021 Wsignatures Res #2021-164 (RES-2021-539 : Third Amendment - Agreement

Resolution - Action Requested 2021-164

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Attachment: Second Amendment - CF Merced Agreement 2021 Wsignatures Res #2021-164 (RES-2021-539 : Third Amendment - Agreement

RES. NO. 21-164

SECOND AMENDMENT TO AGREEMENT FOR INPATIENT RESIDENTIAL SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR INPATIENT RESIDENTIAL SERVICES is made and entered into this 6th day of April 2021, by and between the County of Mariposa, a political subdivision of the State of California hereinafter referred to as **"County,"** and CF Merced LLC, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated August 25, 2020, wherein **Contractor** agreed to provide inpatient residential services; and

WHEREAS, County and **Contractor** have heretofore entered into a First Amendment dated December 22, 2020, wherein the compensation was increased from $80,000 to $140,000;

WHEREAS, County and **Contractor** desire to amend said Agreement to change the compensation to be provided to **Contractor**;

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

1. Paragraph 3, "COMPENSATION", is hereby amended to provide that an additional $15,000 will be added to the amended amount of $140,000, making the total compensation paid to **Contractor** the not to exceed amount of $155,000.

2. Except as herein amended, the Agreement dated August 25, 2020, together with the First Amendment dated December 22, 2020, shall remain in full force and effect.

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

COUNTY OF MARIPOSA:

Marshall Long, Chair
Mariposa County Board of Supervisors

CONTRACTOR:

(Signature)

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

LAST UPDATED 3/7/19

Attachment: Second Amendment - CF Merced Agreement 2021 Wsignatures Res #2021-164 (RES-2021-539 : Third Amendment - Agreement

THIRD AMENDMENT TO AGREEMENT FOR INPATIENT RESIDENTIAL SERVICES

THIS THIRD AMENDMENT TO AGREEMENT FOR INPATIENT RESIDENTIAL SERVICES, is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and CF Merced, LLC, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated August 25, 2020, wherein **Contractor** agreed to provide inpatient residential services; and

WHEREAS, County and **Contractor** have heretofore entered into a First Amendment dated December 22, 2020, wherein the compensation was increased from $80,000 to $140,000;

WHEREAS, County and **Contractor** have heretofore entered into a Second Amendment dated April 6, 2021, wherein the compensation was increased from $140,000 to $155,000;

WHEREAS, County and **Contractor** desire to amend said Agreement to change the compensation to be provided to **Contractor**;

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

1. Paragraph 2, "COMPENSATION" and Exhibit B, "COST PROPOSAL" are hereby amended to provide that an additional $42,000 will be added to the amended amount of $155,000, making the total compensation paid to **Contractor** the not to exceed amount of $197,000.

Except as herein amended, the Agreement dated August 25, 2020, the First Amendment dated December 22, 2020, and the Second Amendment dated April 6, 2021, shall remain in full force and effect.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in this Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to June 30, 2021. The parties shall treat the Agreement as if it had been in full force and effect continuously since June 30, 2021, without there having been any interruption of the Agreement whatsoever.

Attachment: Third Amendment - CF Merced Agreement 2021v3 (RES-2021-539 : Third Amendment - Agreement with CF Merced LLC for

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Marshall Long, Chair Board of Supervisors	Kelly Stephens, Chief Financial Officer CF Merced, LLC
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Rene LaRoche Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: Third Amendment - CF Merced Agreement 2021v3 (RES-2021-539 : Third Amendment - Agreement with CF Merced LLC for

Third Amendment - Exhibit B
COST PROPOSAL

Daily Rate: $204.94

Patch Rate: $250.00

Bed Hold Rate: $196.59

(Does not include medication, medical doctor visits, psychiatric visits, or other ancillary services.)

The Daily Rate will change during the contract period when the State of California updates the rates and is effective on the date of service. The total amount of the contract is not to exceed $197,000.

The Patch Rate may be changed for certain clients with severe needs subject to concurrent review and mutual agreement of County and Contractor. Contractor will coordinate weekly reviews with County staff.

Attachment: Third Amendment - Exhibit B CF Merced 2021v2 (RES-2021-539 : Third Amendment - Agreement with CF Merced LLC for Inpatient

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-540

MEETING: September 28, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Budget Action to Increase Revenue and Appropriations in the ELC Enhancing Detection Fund 3490

RECOMMENDATION AND JUSTIFICATION:
Approve Budget Action Increasing Revenue and Appropriations in the Health and Human Services Agency Budget to Account for Revenue to be Received from the Expansion of the ELC Enhancing Grant and Increase Appropriations Accordingly ($1,599,662)

This Budget Action recognizes an increase in revenue allocation from the California Department of Public Health (CDPH) within the ELC Enhancing Fund 3490-401 Budget and increases associated appropriations. The county has been allocated an additional $1,599,662 to fund ELC Enhancing Detection Expansion through the Coronavirus Response and Relief Supplemental Appropriations Act of 2021, P.L. 116-260. The increased funding is to provide additional critical support as we continue to address COVID-19 within our communities. Funding for these activities is covered for the period beginning January 15, 2021 to July 31, 2023.

The Health and Human Services Agency (HHSA) received initial funding as a grant subrecipient of the Centers for Disease Control and Prevention's (CDC) Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC). The ELC Enhancing program is administered by the Emergency Preparedness Office of the California Department of Public Health. The Health and Human Services Agency will use the funding to continue the County COVID-19 coordinated response.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Mariposa County Board of Supervisors approved participation as a subrecipient of the ELC CARES Grant by Resolution No. 2020-613 on October 13, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this budget action is not approved, the Health and Human Services Agency will be unable to adequately respond to the COVID-19 pandemic through expanding detection and tracking activities at the local and state level. This would result in forfeiture of $1,599,662 in grant funding available to serve Mariposa County residents.

FINANCIAL IMPACT:

This Budget Action recognizes an increase in revenue allocation within the ELC Enhancing Fund 3490-401 Budget and increases associated appropriations. There is no impact to the County General Fund.

ATTACHMENTS:
ELC Enhancing Detection COVID Fund 490 Budget Action FY2022 (PDF)
ELC Enhancing Detection Expansion Award Number COVID-19ELC80 $1,599,662 20210302 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	INCREASE	DECREASE
3490	401	45067	ELC Enhancing Detection - State	(1,599,662)	
3490	401	51111	Regular salaries and wages	873,935	
3490	401	51112	EXTRA HELP	130,991	
3490	401	51115	OVERTIME	5,000	
3490	401	51202	Monthly Longevity	840	
3490	401	51215	PERS Incentive	2,000	
3490	401	52101	Retirement - Employer	86,909	
3490	401	52201	Medical/Dental/Vision	83,822	
3490	401	52205	Life Insurance	496	
3490	401	52206	Cash - Cafeteria Plan	24,638	
3490	401	52301	Social Security	50,390	
3490	401	52302	Medicare	13,103	
3490	401	52303	SDI	7,943	
3490	401	60152	Emergency Response Supplies	223,223	
3490	401	60301	PROFESSIONAL SERVICES	96,372	
TRANSFER BETWEEN FUNDS					
				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 appropriating Reserve for Contingencies

( ) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit.

DEPT HEAD SIGNATURE DATE:

APPROVED BY RES NO. CLERK DATE

AUDITOR'S USE ONLY
BA#

Attachment: ELC Enhancing Detection COVID Fund 490 Budget Action FY2022 (RES-2021-540 : Budget Action to Increase Revenue and

State of California—Health and Human Services Agency
California Department of Public Health

TOMÁS J. ARAGÓN, M.D., Dr.P.H.
Director and State Public Health Officer

GAVIN NEWSOM
Governor

March 2, 2021

Dr. Eric Sergienko
Health Officer
County of Mariposa
5085 Bullion Street
Mariposa, CA 95338

Authority:
Section 311(c)(1) of the Public Health Service Act (42 USC 243(c)(1)

Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (P.L. 116-260)

COVID-19 ELC Enhancing Detection *Expansion* Funding
Award Number COVID-19ELC80
County of Mariposa

Dear Dr. Eric Sergienko:

This letter covers the reimbursement for the ELC Enhancing Detection Expansion funding through the Coronavirus Response and Relief Supplemental Appropriations Act of 2021, P.L. 116-260, to provide additional critical support as we continue to address COVID-19 within our communities. Funding for these activities is covered for the period beginning January 15, 2021 to July 31, 2023. The California Department of Public Health (CDPH) is allocating **$1,599,662** to **County of Mariposa**.

Like the work supported by ELC Enhancing Detection, this funding expands support of testing, case investigation and contact tracing, surveillance, containment, and mitigation. Although this funding spans the same six Strategies as the ELC Enhancing Detection funds allocated in early August 2020, there has been a significant amount of additional allowable activities added to each of those Strategies. You are encouraged to review the Guidance document (Attachment 4), specifically the red font which highlights additional allowable activities within each Strategy beginning on page 9.

Funding:

The funding term is January 15, 2021 to July 31, 2023. CDPH will evaluate spending at the local level in January 2022. CDPH, in consultation with the California Conference of Local Health Officers and California Health Executives Association of California, will consider options for possible redirection of funds at that time.

Attachment: ELC Enhancing Detection Expansion Award Number COVID-19ELC80 $1,599,662 20210302 (RES-2021-540 : Budget Action to

Submission Requirements:

1. Complete a Workplan and Spend Plan by **March 31, 2021** and submit to CDPH at: CDPHELC@cdph.ca.gov. *See Attachments 1 and 2.* Your Agency should consider the following when developing your Workplan and Spend Plan:

    - It is recommended that your Agency fund an administrative position to ensure fiscal accountability and reporting requirements of the various ELC funds.

    - Your Agency must work in coordination with tribal governments, community-based organizations, and faith-based organizations, particularly those with experience with high-risk populations based upon county COVID-19 surveillance data. There is no explicit cap or percentage that must go to these partners; however, you must reach out to them and enlist their help where it makes sense (i.e. outreach, testing strategy, education, or housing, etc.).

    - Your Agency is encouraged to recruit and give hiring preference to unemployed workers, underemployed workers, and applicants from local communities disproportionately affected by COVID-19, who are qualified to perform the work. In addition, you are encouraged to work with applicants from your community when executing contracts and other services.

    - Your Agency's Equity Targeted Investment Plan is on a tab embedded within your workplan labeled "Health Equity". These plans are used to reflect equity activities across all ELC strategies. Please see Attachment 6 for additional information and instructions for completing this portion of your workplan. Please also include in the packet your vaccine equity plan (due to CDPH earlier in March) which should describe the network equity capacity that currently exists in your jurisdiction; as well as potential and future potential to administer vaccines in the jurisdiction's Health Equity Quartile zip codes. The vaccine equity plan should also include the locations and populations being served, a description of the jurisdiction's strategies/activities/educational approaches with community partners to reflect strategies/activities/educational approaches; as well as identification of other support needs to reach disproportionately impacted populations in the Health Equity Quartile zip codes.

    - CDC guidance allows ELC Enhancing Detection Expansion funding to be used for expenses that compliment other CDC vaccine delivery efforts, such as staff, contractors, call centers, storage, and other infrastructure needs. Your Agency should prioritize vaccine specific funding and then determine how best to incorporate vaccine-related activities with this funding through your workplan.

Attachment: ELC Enhancing Detection Expansion Award Number COVID-19ELC80 $1,599,662 20210302 (RES-2021-540 : Budget Action to

Attachment: ELC Enhancing Detection Expansion Award Number COVID-19ELC80 $1,599,662 20210302 (RES-2021-540 : Budget Action to

Reporting Requirements:

As a subrecipient of the COVID-19 ELC Enhancing Detection Expansion funding, the CDC requires submission of the following reporting documents. Additionally, CDPH will require additional data metric reporting related to Strategy 5 (contact tracing and isolation and quarantine activities). For your convenience, your Contract Manager will issue reminders as these dates get closer.

1. Submit quarterly progress reports to CDPH following the schedule below to provide status of timelines, goals, and objectives outlined in your workplan. Reporting must include a list of tribal governments, community-based organizations, and faith-based organizations that your Agency has included in its efforts. *See Attachment 1*. Note, if your workplan is under review by CDPH and has not been approved by the progress report due date, you are still required to submit your progress report to CDPH.

Year/Quarter	Reporting Period	Due Date
Year 1/Q1	January 15, 2021 – April 30, 2021	June 1, 2021
Year 1/Q2	May 1, 2021 – July 31, 2021	August 31, 2021
Year 1/Q3	August 1, 2021 – October 31, 2021	November 30, 2021
Year 1/Q4	November 1, 2021 – January 31, 2022	February 28, 2022
Year 2/Q1	February 1, 2022 – April 30, 2022	May 31, 2022
Year 2/Q2	May 1, 2022 – July 31, 2022	August 31, 2022
Year 2/Q3	August 1, 2022 – October 31, 2022	November 30, 2022
Year 2/Q4	November 1, 2022 – January 31, 2023	February 28, 2023
Year 3/Q1	February 1, 2023 – April 30, 2023	May 31, 2023
Final	May 1, 2023 – July 31, 2023	August 31, 2023

2. Submit monthly expenditure reports on the last day of each month, beginning on April 30, 2021. Expenditure reporting should be completed within your Spend Plan. Note, if your spend plan is under review by CDPH and has not been approved by the reporting due date, you are still required to submit your expenditure report to CDPH.

3. For Agencies not using the CalCONNECT Contact Tracing data management system comprehensively for all of their COVID-19 cases, there may be additional reporting required on a monthly basis related to Strategy 5 activities. CDPH will provide a template to use to facilitate the reporting of these additional data metrics.

Reimbursement/Invoicing:

CDPH will reimburse your Agency upon receipt of invoice. In order to receive your reimbursements, please complete and submit your invoice(s) to: CDPHELC@cdph.ca.gov. *See Attachment 3.*

1. First Quarter Payment: CDPH will issue a warrant (check) to your Agency for 25% of your total allocation, this will be issued as an advance payment.

2. Future payments will be based on reimbursement of expenditures once the 25% advance payment has been fully expended. In order to receive future payments, your Agency must complete and submit reporting documentation within Attachments 1 and 2 following the due dates above within Reporting Requirements.

3. Your Agency must maintain supporting documentation for any expenditures invoiced to CDPH against this source of funding. Documentation should be readily available in the event of an audit or upon request from CDPH. Documentation should be maintained onsite for five years.

Thank you for the time your Agency has and will continue to invest in this response. We are hopeful that this additional funding can support the needs of your local health jurisdiction and that it provides adequate resources for your participation in ELC Enhancing Detection Expansion activities. CDPH is hosting a webinar on Friday, March 5th at 1:30pm to go over the requirements and activities of this funding. If you have any questions or need further clarification, please reach out to CDPHELC@cdph.ca.gov.

Sincerely,

Melissa Relles

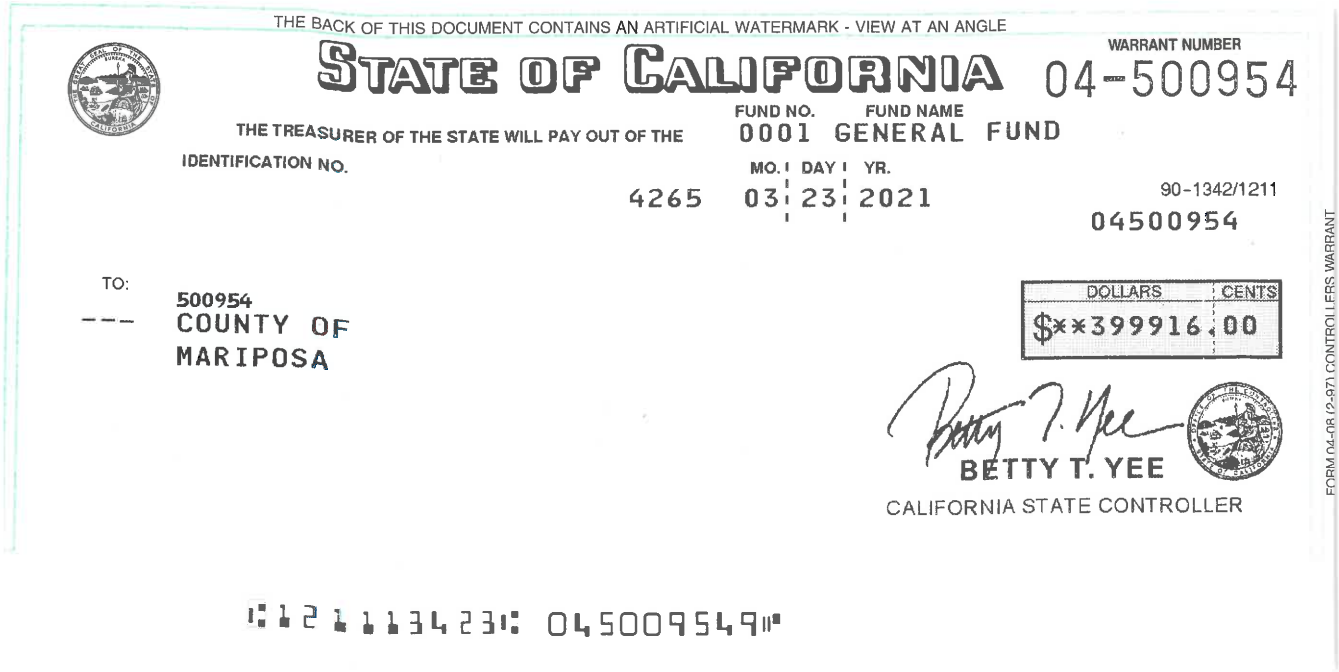
Melissa Relles
Assistant Deputy Director
Emergency Preparedness Office
California Department of Public Health

Attachments

Attachment 1: Workplan and Progress Report
Attachment 2: Spend Plan and Expenditure Report
Attachment 3: Invoice Template
Attachment 4: ELC Enhancing Detection Guidelines
Attachment 5: Local Allocations
Attachment 6: Equity Targeted Investment Plan Instructions

Attachment: ELC Enhancing Detection Expansion Award Number COVID-19ELC80 $1,599,662 20210302 (RES-2021-540 : Budget Action to

Attachment: ELC Enhancing Detection Expansion Award Number COVID-19ELC80 $1,599,662 20210302



THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - VIEW AT AN ANGLE

STATE OF CALIFORNIA

WARRANT NUMBER 04-500954

FUND NO. 0001 FUND NAME GENERAL FUND

THE TREASURER OF THE STATE WILL PAY OUT OF THE

IDENTIFICATION NO. 4265

MO. 03 DAY 23 YR. 2021

90-1342/1211

04500954

TO:

500954
COUNTY OF
MARIPOSA

DOLLARS	CENTS
$**399916.	00

BETTY T. YEE
CALIFORNIA STATE CONTROLLER

FORM 04-08 (2-97) CONTROLLERS WARRANT

⑆121113423⑆ 045009549⑈

Attachment: ELC Enhancing Detection Expansion Award Number COVID-19ELC80 $1,599,662 20210302 (RES-2021-540 : Budget Action to

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-541

MEETING: September 28, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Health and Human Services Agency Training Contract with UC Davis

---

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with the University of California (UC) Davis Extension for Training involving the Health and Human Services Agency staff in an amount not to exceed $79,050; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Mariposa County is part of a multi-county consortium (Inter-County Training Consortium [ICTC]) to provide specialized training for Health and Human Services Agency staff. As part of the consortium and this agreement, UC Davis Extension customizes on-site training for our county, allows us to attend training in other counties, and offers institutes on the Davis Campus and other venues.

Due to the high level of turnover experienced by the Agency over the past four years, we believe this is a necessary investment in the growth and development of our team.

This agreement is funded with Federal, State, and realignment dollars and has no net cost to the County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved an annual contract for the Health and Human Services Agency to participate in this consortium training for more than 20 years. Health and Human Services is satisfied with the services received. The most recent agreement was approved by the Board on August 18, 2020, by Resolution 2020-503.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Should the Board decide not to approve this contract, the Agency would not be able to access highly valuable training that is needed to keep employees knowledgeable in the field of Health and Human Services programs and personal development.

FINANCIAL IMPACT:
This contract has been incorporated in the FY21/22 Health and Human Services Agency budget. There is no impact to the County General Fund.

ATTACHMENTS:
UC Davis Agreement 2022 - Wcsignature (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

UC Davis Agreement #A60327
CPE Agreement #GENT-2021-18
Control #C000114244

TRAINING SERVICES AGREEMENT
(MARIPOSA COUNTY HEALTH AND HUMAN SERVICES AGENCY)

THIS AGREEMENT (**"Agreement"**) is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (**"University"**), on behalf of its Davis Campus Continuing and Professional Education (the **"CPE"**) and MARIPOSA COUNTY HEALTH AND HUMAN SERVICES AGENCY (**"User"**).

RECITALS

WHEREAS, The CPE has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a training program (**"Program"**) and;

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives (**"Exhibit B"**, if applicable)
NOW, THEREFORE, University shall furnish the following services to User.

TERMS AND CONDITIONS

1. Services: University shall present the program (**"Program"**) as more fully described in "Exhibit A", attached hereto and incorporated herein (collectively, the **"Services"**). Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.

    a. Limit on attendance: No more than thirty (30) persons per course session may attend without the prior written approval of the University.

    b. Reschedule/cancel of class: If User reschedules or cancels any training class within ten (10) calendar days of the Program start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.

2. Term: The term of this Agreement shall be from July 1, 2021 and continue through June 30, 2022. All courses must be completed by June 30, 2022.

3. Payment: User shall pay University for Service as set forth in "Exhibit A", attached hereto and incorporated herein. CPE will provide User thirty (30) days' written notice of any proposed rate change and an option to amend or terminate the Agreement. User shall pay for Services within

Attachment: UC Davis Agreement 2022 - Wcsignature (RES-2021-541 : Health and Human Services Agency Training Contract with UC Davis)

thirty (30) days of User's receipt of University's invoice. CPE reserves the right to suspend performance of Services if User fails to make payment in full within sixty (60) days.

4. Rules, Regulations, Policies and Guidelines: When on University property, User agrees to comply with all federal, state and local laws and University policies, as well as guidelines from the Centers for Disease Control and Prevention, state, county and other local state public health officials and University health and wellness standards, which may change from time-to-time with little or no notice. User is responsible for ensuring that its directors, officers, agents, employees, and participants who will participate in the Services at University property, comply with all applicable requirements.

5. Indemnification: The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

6. Insurance: University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:

   a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars ($1,000,000).

   b. Auto Liability including non-owned automobiles, with a minimums as follows:

      i. Bodily injury
         1. Per person — $1,000,000
         2. Per accident — $1,000,000
      ii. Property damage — $1,000,000

   c. Workers Compensation insurance in accordance with California state law.

   d. Employer's Liability coverage in the amount of one million dollars ($1,000,000).

   e. If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

   f. Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

Attachment: UC Davis Agreement 2022 - Wcsignature (RES-2021-541 : Health and Human Services Agency Training Contract with UC Davis)

g. Upon University's request, User shall provide University written evidence of User's insurance coverage relevant to the presence or activity of User, its officers, agents, and employees while in, on or about University property or in connection with this Agreement. In the event User's coverage is not acceptable to University, University shall have the right to immediately suspend Services. If User fails to provide acceptable insurance within ten (10) days after University's written notice, University may terminate this Agreement.

7. Non-Liability of University:

   a. Consequential Damages: University shall not be liable for any loss of profits, claims against User by any third party, or consequential damages.

   b. Delay/Desired Result: University shall incur no liability to User or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform Services, or failure to achieve a desired result.

   c. Liability Limitation: University's liability for damages shall not exceed the total of all charges paid by User.

8. Confidential Information: During the course of this Agreement, User may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, User shall submit confirmation in writing within five (5) days of such disclosure. Notwithstanding, the foregoing, University agrees to safeguard names and addresses of individuals received through the performance of this Agreement in accordance with Welfare and Institution Code Section 10850.

   a. University's Obligation: University shall treat User's Confidential Information in the same manner as University treats its own similar information. Upon User's written request, University shall use reasonable means to protect User's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by User. Should such protection occur, any related costs shall be borne by User. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.

   b. Exempt Information: Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a court order or when required by law. University shall give reasonable notice to User that Confidential Information is being sought by a third party, to afford User an opportunity to

Attachment: UC Davis Agreement 2022 - Wcsignature (RES-2021-541 : Health and Human Services Agency Training Contract with UC Davis)

limit or prevent disclosure. Any defense against disclosure shall be at User's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon User's request, University agrees to cease using all Confidential Information and to return it promptly to User.

c. Time Limitation: University shall not divulge User's Confidential Information for a period of three (3) years following termination of this Agreement, or earlier if User makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.

d. Disposition of Confidential Information: Upon completion of Services or termination of this Agreement, by User's written request, University shall return any Confidential Information. Absent such request, CPE shall destroy or dispose of it according to its established procedures.

9. Disclaimer of Warranty: UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY USER FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. University's Right to Use Data: University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the Services described in Exhibit A.

11. Ownership of Workshop Deliverables: University shall own and retain all rights, including copyrights, in all course materials and other works prepared by University under this Agreement.

12. Use of University's Name: User shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.

13. Termination: Either party may terminate this Agreement at any time by giving the other party thirty (30) calendar days' written notice of such action.

14. Force Majeure: Neither party shall be liable for delays due to causes beyond the party's control, including, but not limited to, acts of God, war, public enemy, civil disturbances, earthquakes, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, rolling blackouts, terrorist threats or actions on University property and unusually severe weather, performance shall be excused for a period commensurate with the period of impossibility.

Attachment: UC Davis Agreement 2022 - Wcsignature (RES-2021-541 : Health and Human Services Agency Training Contract with UC Davis)

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

15. Federal Contract Compliance: If this Agreement is funded wholly or in part with by a grant or contract from an agency of the federal government, University shall comply with all terms and conditions applicable to recipients of such funds and their contractors.

16. Conflict of Interest: User affirms that, to the best of User's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or User. A University employee's "economic interest" means:

    a. An investment worth $2,000 or more in User or its affiliate;

    b. A position as director, officer, partner, trustee, employee or manager of User or its affiliate;

    c. Receipt during the past 12 months of $500 in income or $440 in gifts from User or its affiliate; or

    d. A personal financial benefit from this Agreement in the amount of $250 or more.

    In the event of a change in these economic interests, User shall provide written notice to University within thirty (30) days after such change, noting such changes. User shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to User.

17. Tobacco-free Campus: University is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all University owned or leased sites.

18. Equal Opportunity Affirmative Action: University will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, University will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and**

Attachment: UC Davis Agreement 2022 - Wcsignature (RES-2021-541 : Health and Human Services Agency Training Contract with UC Davis)

prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability." With respect to activities occurring in the State of California, University agrees to adhere to the California Fair Employment and Housing Act. University will provide User on request a breakdown of its labor force by groups as specified by University, and will discuss with University its policies and practices relating to its affirmative action programs. University will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

19. CANRA: University represents and warrants that it complies with the California Child Abuse and Neglect Reporting Act (**"CANRA"**). Failure to comply with CANRA will constitute a material breach of the Agreement and be grounds for termination.

20. Notices: Notices shall be directed to the appropriate parties at the following addresses:

UNIVERSITY
Jennifer Lowery
Research Analyst
Continuing & Professional Education
University of California, Davis
1333 Research Park Drive
Davis, CA 95618
E-mail: jndavis.ucdavis.edu

USER
Dumile Wilson
Adminstrative Analyst 1
Mariposa County
Health and Human Services Agency
P.O. Box 99
Mariposa, CA 95338
E-mail: dwilson@mariposacounty.org

ADDITIONAL UNIVERSITY
Tim Belding
Financial Services Analyst 3
Continuing & Professional Education
University of California, Davis
1333 Research Park Drive
Davis, CA 95618
E-mail: twbelding@ucdavis.edu

ADDITIONAL USER
Kirstyn Hanner
Staff Development Coordinator
Mariposa County
Health and Human Services Agency
P.O. Box 99
Mariposa, CA 95338
E-mail: khanner@mariposacounty.org

21. Attorneys' Fees: If any action at law or equity is brought to enforce or interpret the terms of this Agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

Attachment: UC Davis Agreement 2022 - Wcsignature (RES-2021-541 : Health and Human Services Agency Training Contract with UC Davis)

22. Relationship of the Parties: The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or User of the other in their relationship under this Agreement.

23. Governing Law: This Agreement shall be construed pursuant to California law.

24. Amendment: No change in any term or condition of this Agreement shall become effective unless by amendment in writing signed by both parties.

25. Severability: If a provision of this Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

26. Entire Agreement: The terms of User's addendum or purchase order shall have no effect on the terms and conditions of this Agreement. This Agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or Agreement between them, written or oral, regarding the same subject matter.

AGREED AND ACCEPTED:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____
Steven Kobayashi
Associate Director
Procurement & Contracting Services
UC Davis

Date: August 11, 2021

MARIPOSA COUNTY HEALTH AND HUMAN SERVICES AGENCY

By: _____
(authorized signatory)

Print Name: _____

Date: _____

Attachment: UC Davis Agreement 2022 - Wcsignature (RES-2021-541 : Health and Human Services Agency Training Contract with UC Davis)

EXHIBIT A

TRAINING PROGRAM

1. 20.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Continuing and Professional Education curriculum.

2. University will provide the following:

   a. Needs assessment, curriculum planning and implementation.
   b. Instructional and student services.
   c. Instructional materials.
   d. Evaluation and feedback.
   e. Continuing education credit.
   f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
   g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
   h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
   i. Per client request, 7% cost share shall be applied only to actual expenses incurred under this contract.

3. User will provide the following:

   a. Training facility and audio-visual equipment.
   b. On-site coordination of training.

Training Units	CHS Daily Rate		
20.00	$ 4,250.00	$85,000.00	Total Contract Amount
		($5,950.00)	Less CPE 7% Cost Share
		$79,050.00	**Total Client Contract Share**

Attachment: UC Davis Agreement 2022 - Wcsignature (RES-2021-541 : Health and Human Services Agency Training Contract with UC Davis)

Exhibit B

INSERT EXHIBIT B INFORMATION HERE, IF THERE IS NO EXHIBIT B, PLEASE STATE "N/A" ON THIS EXHIBIT.

N/A

Attachment: UC Davis Agreement 2022 - Wcsignature (RES-2021-541 : Health and Human Services Agency Training Contract with UC Davis)

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-542

MEETING: September 28, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: First Amendment - CMSP Adult Systems of Care Pilot Project Grant Agreement

---

RECOMMENDATION AND JUSTIFICATION:
Approve the First Amendment to the Grant Agreement with the County Medical Services Program (CMSP) to Implement a County Adult System of Care Pilot Program; and Authorize the Health and Human Services Agency Director to Sign the Amendment.

This amendment extends the term another year to September 30, 2023 and adjusts the report submission dates accordingly. This agreement is being extended because of delays impacting the original timeline of program implementation because of the COVID-19 pandemic.

The CMSP grant funding supports the Mariposa County Health and Human Services Agency (HHSA) in implementation of an Adult Systems of Care model. Mariposa's HHSA was created in the fall of 2018 as a consolidation of three existing county departments-Health, Human Services and Community Services. In the new HHSA organization, leaders and team members created a division that will bring together behavioral health and community health under a single director. This division implements core concepts of Systems of Care. This allows HHSA to build collaborative, task-specific, matrixed teams within a conventional hierarchical structure.

The teams created within the systems of care fall into either an Adult or Children system. It requires the leadership and staff within HHSA to have a base level knowledge of systems of care theory and practice.

In addition to HHSA team members, key partners in Mariposa in implementation of an Adult System of Care (ASOC) are John C. Fremont Healthcare District, the Alliance for Community Transformations, the County Probation Department, and the County Sheriff and Jail services.

Due to lingering effects of Corona Virus 2019, HHSA has been limited in its implementation of the ASOC program and requests an extension of the Agreement term through this Amendment.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On February 26, 2019, the Board of Supervisors approved the request to apply for non-competitive grant from the CMSP Health Systems Development Program with Resolution number 2019-106.

On May 21, 2019, the Board of Supervisors approved the Grant Agreement with CMSP to implement the County Adult System of Care Pilot Program with Resolution number 2019-261.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board chooses not to approve the Agreement, the County will forego the term extension and the opportunity to fully utilize funding from the grant award, which will severely impact HHSA's ability to implement the Adult System of Care program.

FINANCIAL IMPACT:
This amendment extends the term on the original agreement. There is no impact to the County General Fund. The costs will be funded by CMSP Grant Revenue. The grant amount is $300,000 for a term of beginning May 1, 2019 and terminating on September 30, 2023.

ATTACHMENTS:
Mariposa Amend1 (PDF)
CMSP - ASOC Pilot Projcet #2019-261 Agmt. Wsignatures (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

FIRST AMENDMENT TO GRANT AGREEMENT

COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD
HEALTH SYSTEMS DEVELOPMENT GRANT PROGRAM

FUNDING GRANT

This First Amendment to Grant Agreement ("Amendment") is by and between the County Medical Services Program Governing Board ("Board") and Mariposa County Health & Human Services ("Grantee"), and amends the County Medical Services Program Governing Board Health Systems Development Grant Agreement dated effective May 1, 2019 ("Agreement"), by and between Board and Grantee.

Background

A. Board and Grantee previously entered into the Agreement with regard to the County Medical Services Program County Health Systems Development Grant ("Grant Program").

B. Board and Grantee desire to amend the Agreement to extend the term of the Agreement and other matters concerning the Grant Program.

IT IS HEREBY AGREED AS FOLLOWS:

Agreements

1. Section 7 is amended to read as follows:

7. Progress and Final Reporting.

A. Notification of Project Changes. Grantee shall notify the Board of any proposed substantial changes to the Project's components. The Project's components shall include: (1) the Project plan; (2) the target population; (3) the structure and process for completing grant activities as outlined in the Application as set forth in Exhibit C; (4) the roles and responsibilities of all participating (partnering) agencies; (5) services provided; (6) key Grantee personnel; (7) the budget; and (8) timelines.

B. Biannual Progress Reports. Grantee shall submit seven (7) biannual progress reports to the Board, and each should: (1) highlight the Project's key accomplishments, to date; (2) identify challenges and barriers encountered during the prior six (6) months; (3) describe what the Project has learned, to date, about the target population; and (4) compare Project progress to the Application, Implementation Work Plan as set forth in Exhibit C; and (5) provide an update on data collection and evaluation efforts as they related to the Application, Grant Project Goals and Outcome Reporting as set forth in Exhibit C. These seven (7) biannual progresses reports shall be due to the Board on the following dates: November 1, 2019, July 15,

Attachment: Mariposa Amend1 (RES-2021-542 : First Amendment - CMSP Adult Systems of Care Pilot Project Grant Agreement)

2020, November 2, 2020, May 17, 2021, November 1, 2021, May 17, 2022, and November 2, 2022.

C. Annual Expenditure Reports. Grantee shall submit four (4) annual expenditure reports to the Board, each should: (1) compare budget expenditures to actual expenditures for the reporting year and provide an explanation for expenditures that deviate from the original budget; (2) detail total grant funds received and expended to date; and (3) detail any proposed budget modifications for the following grant year(s). These four (4) expenditures reports shall be due to the Board on the following dates: July 15, 2020, May 17, 2021, May 17, 2022, and June 29, 2023.

D. Final Report. Grantee shall submit a final report to the Board by June 29, 2023, that: (1) highlights the Project's key accomplishments; (2) identifies challenges and barriers encountered during the Project; (3) describes what the Project has learned about the target population; (4) reports the evaluation findings; and (5) thoroughly describes the Project's future activities following the Grant Program. The Board may, within its sole discretion, terminate this Agreement at any time and suspend and/or discontinue payment of any Grant Funds if Grantee does not satisfactorily meet reporting requirements as set forth herein and in the RFP.

2. Section 8 of the Agreement is amended to read as follows:

8. Term. The term of this Agreement shall be from May 1, 2019, to September 30, 2023, unless otherwise extended in writing by mutual consent of the parties.

3. This Amendment is effective September 1, 2021.

4. Exhibit A of the Agreement shall be amended to delete reference to any anticipated dates of payment of grant funds contained in parentheses therein due to the revisions set forth in this Amendment.

5. Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect the same as if this Amendment had not been executed.

Dated effective September 1, 2021.

BOARD:	GRANTEE:
COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD	MARIPOSA COUNTY HEALTH & HUMAN SERVICES
By: _____	By: _____
Kari Brownstein, Administrative Officer	Title: _____
Date: _____	Date: _____

Attachment: Mariposa Amend1 (RES-2021-542 : First Amendment - CMSP Adult Systems of Care Pilot Project Grant Agreement)

AGREEMENT FOR

COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD

HEALTH SYSTEMS DEVELOPMENT GRANT PROGRAM

between

COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD ("Board")

and

MARIPOSA COUNTY HEALTH & HUMAN SERVICES ("Grantee")

Effective as of:
May 1, 2019

Attachment: CMSP - ASOC Pilot Projcet #2019-261 Agmt. Wsignatures (RES-2021-542 : First Amendment - CMSP Adult Systems of Care Pilot

Attachment: CMSP - ASOC Pilot Projcet #2019-261 Agmt. Wsignatures (RES-2021-542 : First Amendment - CMSP Adult Systems of Care Pilot

AGREEMENT

COUNTY MEDICAL SERVICES PROGRAM
HEALTH SYSTEMS DEVELOPMENT GRANT PROGRAM

FUNDING GRANT

This agreement ("Agreement") is by and between the County Medical Services Program Governing Board ("Board") and the lead agency listed on Exhibit A ("Grantee").

A. The Board approved the funding of the Health Systems Development Grant Program (the "Grant Program") in participating County Medical Services Program ("CMSP") counties in accordance with the terms of its Request for Proposals for the CMSP Health Systems Development Grant Program in the form attached as Exhibit B ("RFP").

B. Grantee submitted an Application ("Application") for the CMSP Health Systems Development Grant Program in the form attached as Exhibit C (the "Project"). The Project is a grant project ("Grant Project").

C. Subject to the availability of Board funds, the Board desires to award funds to the Grantee for performance of the Project.

The Board and Grantee agree as follows:

1. Project. Grantee shall perform the Project in accordance with the terms of the RFP and the Application. Should there be a conflict between the RFP and the Application, the RFP shall control unless otherwise specified in this Agreement.

2. Grant Funds.

A. Payment. Subject to the availability of Board funds, the Board shall pay Grantee the amounts in the time periods specified in Exhibit A ("Grant Funds") within thirty (30) calendar days of the Board's receipt of an invoice from Grantee for a Grant Project, as described in Exhibit A. Neither the Board nor CMSP shall be responsible for funding additional Project costs, any future CMSP Health Systems Development Grant Program or services provided outside the scope of the Grant Program.

B. Refund. If Grantee does not spend the entire Grant Funds for performance of the Project within the term of this Agreement, then Grantee shall immediately refund to the Board any unused Grant Funds.

C. Possible Reduction in Amount. The Board may, within its sole discretion, reduce any Grant Funds that have not yet been paid by the Board to Grantee if Grantee does not demonstrate compliance with the use of Grant Funds as set forth in Section 2.D, below. The Board's determination of a reduction, if any, of Grant Funds shall be final.

D. Use of Grant Funds. As a condition of receiving the Grant Funds, Grantee shall use the Grant Funds solely for the purpose of performance of the Project, and shall not use the Grant Funds to fund Grantee's administrative and/or overhead costs; provided, however, an amount of the Grant Funds equal to or less than fifteen percent (15%) of the total Project expenditures may be used to fund Grantee's administrative and/overhead expenses directly attributed to the Project. Grantee shall provide Board with reasonable proof that Grantee has dedicated the Grant Funds to the Project. Grantee shall refund to the Board any Grant Funds not fully dedicated to the Project.

E. Annual Expenditure Reports. The Grantee shall provide the Board with annual expenditure reports documenting the use of Grant Funds in a form as determined by the Board. Such annual expenditure reports shall contain, at a minimum, the information described in Section 7.C of this Agreement.

F. Matching Funds and In Kind Match. The Grantee is not required to provide dedicated matching funds; however, the Grantee is required to provide an in kind match of a minimum of twenty percent (20%) of the Grant Funds as a means of demonstrating the commitment of the Grantee and participating (partnering) agencies to implement the strategies and/or services being developed with the Grant Funds. Such in kind match (or alternatively, matching fund of a minimum of twenty percent (20%) of the Grant Funds) may be provided solely by the Grantee or through a combination of funding sources.

3. Grantee Data Sheet. Grantee shall complete and execute the Grantee Data Sheet attached as Exhibit D ("Grantee Data Sheet"). Board may, within its sole discretion, demand repayment of any Grant Funds from Grantee should any of the information contained on the Grantee Data Sheet not be true, correct or complete.

4. Board's Ownership of Personal Property. If Grantee's Application anticipates the purchase of personal property such as computer equipment or computer software with Grant Funds, then this personal property shall be purchased in Grantee's name and shall be dedicated exclusively to the Grantee's health care or administrative purposes. If the personal property will no longer be used exclusively for the Grantee's health care or administrative purposes, then Grantee shall, immediately upon the change of use, pay to the Board the fair market value of the personal property at the time of the change of use. After this payment, Grantee may either keep or dispose of the personal property. Grantee shall list all personal property to be purchased with Grant Funds on Exhibit A. This paragraph 4 shall survive the termination or expiration of this Agreement.

5. Authorization. Grantee represents and warrants that this Agreement has been duly authorized by Grantee's governing board, and the person executing this Agreement is duly authorized by Grantee's governing board to execute this Agreement on Grantee's behalf.

6. Data and Project Evaluation. Grantee shall collect Project data and conduct a Project evaluation. Grantee shall report data and evaluation findings to the Board as part of the Progress and Final Reporting set forth in Section 7, below. The Grantee shall not submit any protected health information ("PHI") to the Board. The Board reserves the right to hire an external Grant Program evaluator to conduct an evaluation of the Project ("Grant Program

Attachment: CMSP - ASOC Pilot Projcet #2019-261 Agmt. Wsignatures (RES-2021-542 : First Amendment - CMSP Adult Systems of Care Pilot

Evaluator"). The Grantee may be required to participate in one or more interviews with the Grant Program Evaluator, have a minimum of one (1) representative participate in quarterly web-based technical assistance meetings, and participate in surveys with the Grant Program Evaluator as determined by the Board. Grantee shall maintain and provide the Board with reasonable access to such records for a period of at least four (4) years from the date of expiration of this Agreement. Grantee shall cooperate fully with the Board, its agents and contractors, including but not limited to the Grant Program Evaluator, and provide information to any such contractor in a timely manner. The Board may, within its sole discretion, terminate this Agreement at any time and suspend and/or discontinue payment of any Grant Funds if Grantee does not satisfactorily meet data collection and reporting requirements as set forth herein and in the RFP.

7. Progress and Final Reporting.

A. Notification of Project Changes. Grantee shall notify the Board of any proposed substantial changes to the Project's components. The Project's components shall include: (1) the Project plan; (2) the target population; (3) the structure and process for completing grant activities as outlined in the Application as set forth in Exhibit C; (4) the roles and responsibilities of all participating (partnering) agencies; (5) services provided; (6) key Grantee personnel; (7) the budget; and (8) timelines.

B. Biannual Progress Reports. Grantee shall submit five (5) biannual progress reports to the Board, and each should: (1) highlight the Project's key accomplishments, to date; (2) identify challenges and barriers encountered during the prior six (6) months; (3) describes what the Project has learned, to date, about the target population; and (4) compare Project progress to the Application, Implementation Work Plan as set forth in Exhibit C; and (5) provide an update on data collection and evaluation efforts as they related to the Application, Grant Project Goals and Outcome Reporting as set forth in Exhibit C. These five (5) biannual progress reports shall be due to the Board on the following dates: November 1, 2019; May 15, 2020, November 2, 2020, May 17, 2021, and November 1, 2021.

C. Annual Expenditure Reports. Grantee shall submit three (3) annual expenditure reports to the Board, each should: (1) compare budget expenditures to actual expenditures for the reporting year and provide an explanation for expenditures that deviate from the original budget; (2) detail total grant funds received and expended to date; and (3) detail any proposed budget modifications for the following grant year(s). These three (3) expenditure reports shall be due to the Board on the following dates: May 15, 2020, May 17, 2021, and June 29, 2022.

D. Final Report. Grantee shall submit a final report to the Board by June 29, 2022, that: (1) highlights the Project's key accomplishments; (2) identifies challenges and barriers encountered during the Project; (3) describes what the Project has learned about the target population; (4) reports the evaluation findings; and (5) thoroughly describes the Project's future activities following the Grant Program. The Board may, within its sole discretion, terminate this Agreement at any time and suspend and/or discontinue payment of any Grant Funds if Grantee does not satisfactorily meet reporting requirements as set forth herein and in the RFP.

Attachment: CMSP - ASOC Pilot Projcet #2019-261 Agmt. Wsignatures (RES-2021-542 : First Amendment - CMSP Adult Systems of Care Pilot

8. Term. The term of this Agreement shall be from May 1, 2019, to September 30, 2022, unless otherwise extended in writing by mutual consent of the parties.

9. Termination. This Agreement may be terminated: (a) by mutual consent of the parties; (b) by either party upon thirty (30) days prior written notice of its intent to terminate; or, (c) by the Board immediately for Grantee's material failure to comply with the terms of this Agreement, including but not limited to the terms specified in paragraphs 6, 7 and 8. Upon termination or expiration of the term, Grantee shall immediately refund any unused Grant Funds to the Board, and shall provide the Board with copies of any records generated by Grantee in performance of the Project and pursuant to the terms of this Agreement.

10. Costs. If any legal action or arbitration or other proceeding is brought to enforce the terms of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

11. Entire Agreement of the Parties. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties.

12. Waiver. To be effective, the waiver of any provision or the waiver of the breach of any provision of this Agreement must be set forth specifically in writing and signed by the giving party. Any such waiver shall not operate or be deemed to be a waiver of any prior or future breach of such provision or of any other provision.

13. No Third-Party Beneficiaries. The obligations created by this Agreement shall be enforceable only by the parties hereto, and no provision of this Agreement is intended to, nor shall it be construed to, create any rights for the benefit of or be enforceable by any third party, including but not limited to any CMSP client.

14. Notices. Notices or other communications affecting the terms of this Agreement shall be in writing and shall be served personally or transmitted by first–class mail, postage prepaid. Notices shall be deemed received at the earlier of actual receipt or if mailed in accordance herewith, on the third (3rd) business day after mailing. Notice shall be directed to the parties at the addresses listed on Exhibit A, but each party may change its address by written notice given in accordance with this Section.

15. Amendment. All amendments must be agreed to in writing by Board and Grantee.

16. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties to it and their respective successors and assigns. Notwithstanding the foregoing, Grantee may not assign any rights or delegate any duties hereunder without receiving the prior written consent of Board.

17. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed by the laws of the State of California.

Attachment: CMSP - ASOC Pilot Projcet #2019-261 Agmt. Wsignatures (RES-2021-542 : First Amendment - CMSP Adult Systems of Care Pilot

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Dated effective May 1, 2019.

BOARD:

COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD

By: _____

Kari Brownstein, Administrative Officer

Date: 6/4/19

GRANTEE:

MARIPOSA COUNTY HEALTH & HUMAN SERVICES

By: _____

Title: Director

Date: 4/26/19

APPROVED AS TO FORM:

_____

STEVEN W. DAHLEM
COUNTY COUNSEL

Attachment: CMSP - ASOC Pilot Projcet #2019-261 Agmt. Wsignatures (RES-2021-542 : First Amendment - CMSP Adult Systems of Care Pilot

EXHIBIT A

GRANTEE: MARIPOSA COUNTY HEALTH & HUMAN SERVICES

GRANTEE'S PARTNERS UNDER CONTRACT[1]

_____
_____
_____

GRANT FUNDS:

Total Amount To Be Paid under Agreement: $300,000.00

1. Amount to Be Paid Upon Execution of This Agreement (10%): $30,000.00

2. Amount To Be Paid Following Receipt of First Biannual Report (anticipated to be 11/1/19) (16%): $48,000.00

3. Amount To Be Paid Following Receipt of Second Biannual Report and Year 1 Expenditure Report (anticipated to be 5/15/20) (16%): $48,000.00

4. Amount To Be Paid Following Receipt of Third Biannual Report (anticipated to be 11/2/20) (16%): $48,000.00

5. Amount To Be Paid Following Receipt of Fourth Biannual Report and Year 2 Expenditure Report (anticipated to be 5/17/21) (16%): $48,000.00

6. Amount To Be Paid Following Receipt of Fifth Biannual Report (anticipated to be 11/1/21) (16%): $48,000.00

7. Amount To Be Paid Following Receipt of Final Grant Report and Year 3 Expenditure Report (anticipated to be 6/29/22) (10%): $30,000.00

If Funds will be Used to Purchase Personal Property, List Personal Property to be Purchased:

_____
_____
_____
_____
_____

[1] Attach copy of any contract.

Attachment: CMSP - ASOC Pilot Projcet #2019-261 Agmt. Wsignatures (RES-2021-542 : First Amendment - CMSP Adult Systems of Care Pilot

NOTICES:

Board:
County Medical Services Program Governing Board
Attn: Alison Kellen, Program Manager
1545 River Park Drive, Suite 435
Sacramento, CA 95815
(916) 649-2631 Ext. 119
(916) 649-2606 (facsimile)

Grantee:
Mariposa County Health & Human Services
Attn: Eric Sergienko
5362 Lemee Lane
Mariposa, CA 95338
(209) 966-3689
(209) 966-4929 (facsimile)

Attachment: CMSP - ASOC Pilot Projcet #2019-261 Agmt. Wsignatures (RES-2021-542 : First Amendment - CMSP Adult Systems of Care Pilot

EXHIBIT B

REQUEST FOR PROPOSAL

BOARD'S REQUEST FOR PROPOSAL

Attachment: CMSP - ASOC Pilot Projcet #2019-261 Agmt. Wsignatures (RES-2021-542 : First Amendment - CMSP Adult Systems of Care Pilot

REQUEST FOR PROPOSALS

CMSP Health Systems Development Grant Program

COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD

I. ABOUT THE COUNTY MEDICAL SERVICES PROGRAM

The County Medical Services Program (CMSP) was established in January 1983, when California law transferred responsibility for providing health care services to indigent adults from the State of California to California counties. This law recognized that many smaller, rural counties were not in the position to assume this new responsibility. As a result, the law also provided counties with a population of 300,000 or fewer with the option of contracting back with the California Department of Health Services (DHS) to provide health care services to indigent adults. DHS utilized the administrative infrastructure of Medi-Cal's fee-for-service program to establish and administer the CMSP program.

In April 1995, California law was amended to establish the County Medical Services Program Governing Board (Governing Board). The CMSP Governing Board, composed of ten county officials and one ex-officio representative of the Secretary of the California Health and Human Services Agency, is authorized to set overall program and fiscal policy for CMSP. This law also authorized the Governing Board to contract with DHS or an alternative contractor to administer the program. Between 1995 and 2005 the Governing Board contracted with DHS to administer CMSP. Between 2005 and 2014, Anthem Blue Cross Life & Health (Anthem) administered CMSP medical, dental, and vision benefits. Today, Advanced Medical Management (AMM) administers CMSP medical, dental and vision benefits. MedImpact Healthcare Systems, Inc. (MedImpact) administers CMSP pharmacy benefits, which it has done since 2003.

Thirty-five counties throughout California now participate in CMSP: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Modoc, Mono, Napa, Nevada, Plumas, San Benito, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Tuolumne, Yolo and Yuba.

CMSP is funded by State Program Realignment revenue received by the CMSP Governing Board and county general purpose revenue provided in the form of County Participation Fees. CMSP members are medically indigent adults, ages 21 through 64, who meet all of CMSP's eligibility criteria and are not otherwise eligible for Medi-Cal or Covered California. Enrollment in CMSP is handled by county welfare departments located in the 35 participating counties. All CMSP members must be residents of a CMSP county and their incomes must be less than or equal to 300% of the Federal Poverty Level (based on net nonexempt income). Depending on individual

Attachment: CMSP - ASOC Pilot Projcet #2019-261 Agmt. Wsignatures (RES-2021-542 : First Amendment - CMSP Adult Systems of Care Pilot

circumstances, CMSP members may have a share-of-cost (SOC). Enrollment terms for CMSP members are up to six months. At the end of the enrollment term, CMSP members must reapply for CMSP to continue eligibility for benefits.

II. ABOUT THE CMSP HEALTH SYSTEMS DEVELOPMENT GRANTS PROGRAM

With the CMSP Health Systems Development Grant Program, the CMSP Governing Board seeks to support local health care systems in CMSP counties develop and implement strategies to reduce barriers between health care providers and systems and promote collaboration and system linkages that facilitate effective delivery of health care services to enrolled CMSP members and potential CMSP members, and to additionally assist other persons receiving publicly funded health coverage.

Under the Program, applicants may seek one-time funding of up to $300,000 over three years for development of health systems linkages across health care providers and/or across the health and behavioral health systems serving CMSP and potential CMSP members. Funding is intended to support activities that can be completed in a maximum of 36 months. Efforts funded by the grants must target persons eligible for or potentially eligible for CMSP, but may also additionally contribute to improvements for populations served by other publicly funded health care programs, such as Medi-Cal. Applicants may apply for grants for a county-wide strategy or a regional strategy that incorporates two or more CMSP counties.

Grants may support CMSP county-specific or multi-county efforts to:

- Expand access to care for primary care, specialty care and/or behavioral health services
- Coordinate and/or integrate health and behavioral health care service systems
- Strengthen the overall health care delivery system in the county across a range of health and behavioral health providers

Proposed activities may include items such as:

- **Planning activities:** organizational assessments; strategic planning; fund development; or communications/outreach.
- **Staff development/training:** relevant training for health care and behavioral health professionals.
- **Strategic relationships/collaboration:** technical assistance; consultant support; restructuring; development of interagency agreements; or business planning.
- **Internal operations:** improvements to financial management; development of evaluation systems and training; or facility planning.
- **Equipment improvements:** improving health care delivery capacity through upgrades to medical and/or dental equipment.

Attachment: CMSP - ASOC Pilot Projcet #2019-261 Agmt. Wsignatures (RES-2021-542 : First Amendment - CMSP Adult Systems of Care Pilot

- **Technology improvements:** improving IT capacity through upgrades to hardware and software; networking; updating websites; and staff training to optimize use of technology.
- **Innovation activities:** pilot testing and evaluation of new health care delivery models or programs.

Awarded projects will be required to file five biannual reports and one Final Grant Report which shall address specified reporting on the strategies, collaborations, negotiated and executed agreements, and changes in service delivery that have resulted from Grant activities for enrolled CMSP members, potential CMSP members, and other persons receiving publicly funded health coverage. The Final Grant Report shall be due to the Governing Board within 60 days following the end of the Grant.

III. ELIGIBLE PROGRAM APPLICANTS

A. Lead Agency Applicant and Partner Requirements

Grant projects may be focused within one or more counties that participate in CMSP. The lead agency applicant must be either a CMSP county or a not-for-profit organization and must have the demonstrated capacity to bring together varied stakeholders within the county or region. The lead agency and all key project partners must be in good standing with the Governing Board. If the lead agency is a health care provider, that provider must be a contracting provider with the Governing Board. The lead agency must have support to submit the proposal from the County Board of Supervisors (in instances where the Lead Applicant is a county) or the organization's Board of Directors (in instances where the Lead Applicant is a not-for-profit organization).

Grant applications must have support from at least one local hospital and at least one primary care provider such as a clinic, private practice physician, or physician group, as demonstrated by Letters of Commitment/Support. Grant applications must also have support from at least two of the following CMSP County agencies or departments: Health/Public Health, Social Services/Welfare, Mental Health, and Drug and Alcohol Services, as demonstrated by Letters of Commitment/Support.

IV. HEALTH SYSTEMS DEVELOPMENT GRANT PROGRAM TIMELINE

The following tentative timeline shall guide the Grant program:
01/02/19: Grant Request for Proposals (RFP) Released
01/17/19: First RFP Assistance Teleconference at 9:30 AM
(888) 296-6500, participant code 738196
02/06/19: Second RFP Assistance Teleconference at 9:30 AM
(888) 296-6500, participant code 738196
03/01/19: Grant Applications due by 12:00 PM
04/04/19: Applications Reviewed and Approved
04/05/19: Awards Announced Via Letter

Attachment: CMSP - ASOC Pilot Projcet #2019-261 Agmt. Wsignatures (RES-2021-542 : First Amendment - CMSP Adult Systems of Care Pilot

05/01/19: Grant Agreements Executed and Projects Begin
11/01/19: First Biannual Grant Report due
05/15/20: Second Biannual Grant Report and Year 1 Expenditure Report due
11/02/20: Third Biannual Grant Report due
05/17/21: Fourth Biannual Grant Report and Year 2 Expenditure Report due
11/01/21: Fifth Biannual Grant Report due
04/30/22: Grant Program Ends
06/29/22: Final Grant Report on Program Outcomes and Year 3 Expenditure Report due

V. FUNDING AWARDS – ALLOCATION METHODOLOGY

The Governing Board, within its sole discretion, may provide Grant funding to one or more applicants. As approved by the Governing Board on May 31, 2018, total funding for the Health Systems Development Grant Program is up to $9 million over three years, and individual grant amounts shall not exceed $300,000 over three years. The Governing Board shall have no obligation to provide Grant funding or continue to provide Grant funding at any time.

Following the Governing Board's approval of the applicant's Grant application, the successful applicant will receive an allocation, which shall be distributed as follows:

- 10% upon execution of the Grant Agreement
- 16% following receipt of First Biannual Report
- 16% following receipt of Second Biannual Report and Year 1 Expenditure Report
- 16% following receipt of Third Biannual Report
- 16% following receipt of Fourth Biannual Report and Year 2 Expenditure Report
- 16% following receipt of Fifth Biannual Report
- 10% following receipt of Final Grant Report and Year 3 Expenditure Report

Applicants receiving funding under the Grant program shall not be required to provide dedicated matching funds to receive the grant. However, applicants shall be required to provide an in-kind match of a minimum of 20% of the grant award as a means of demonstrating the commitment of the applicant and local partners to implementing the strategies and/or services being developed with grant funding.

Administrative and/or overhead expenses shall not exceed 15% of total Grant funded expenditures.

VI. FUNDING AWARDS – METHODOLOGY FOR REVIEW AND SCORING

The Governing Board shall have sole discretion on whether or not to award Grant funding for a proposed project. Project proposals shall be reviewed and scored to assure that the projects meet minimum standards for receipt of funding. Grant applications will be reviewed and scored based upon the following criteria:

Attachment: CMSP - ASOC Pilot Projcet #2019-261 Agmt. Wsignatures (RES-2021-542 : First Amendment - CMSP Adult Systems of Care Pilot

1) Project Narrative (70% in total)
    - Statement of Need (10%)
    - Target Population (5%)
    - Proposed Project/ Approach (20%)
    - Capacity (10%)
    - Organization and Staffing (5%)
    - Project Implementation (20%)
2) Budget (15%)
3) Letters of Commitment/Support (15%)

The foregoing criteria are for general guidance only. If the Grant applications are scored, the scoring will be for guidance and informational purposes only. The Governing Board will award Grants based on the applications the Governing Board determines, in its sole discretion, are in the best interest of CMSP and the Governing Board.

Grant applications which, in the Governing Board's sole and absolute discretion, are deficient, are not competitive, are non-responsive, do not meet minimum standards or are otherwise lacking in one or more categories may be rejected without further consideration.

The grant application process is a competitive process and not all applications may be funded or funded in the amounts requested. All applications will be ranked in order of quality and potential impact for CMSP members and potential members. In order for the Governing Board to consider approving funding for a Grant application, the applicant's proposal must achieve a minimum score of 75% and the proposal must achieve a ranking, in comparison with all other submitted proposals, that merits funding approval.

VII. APPLICATION ASSISTANCE

A. RFP Assistance Teleconference Information

To assist potential applicants, Governing Board staff will conduct Health Systems Development Grant RFP teleconferences on 01/17/19 at 9:30 AM and repeated on 02/06/19 at 9:30 AM to present RFP requirements and answer questions. Applicants are encouraged to participate on a call and bring any questions they have regarding Grant requirements and the application process. The RFP assistance teleconferences can be accessed by dialing (888) 296-6500, participant code 738196.

B. Frequently Asked Questions (FAQ)

Once the Health Systems Development Grant application process gets underway, questions that are received by the Governing Board within the time period indicated by the Governing Board will be given written answers. These questions and answers will be organized into a Frequently Asked Questions (FAQ) document that will be posted on the Governing Board's website here.

Attachment: CMSP - ASOC Pilot Projcet #2019-261 Agmt. Wsignatures (RES-2021-542 : First Amendment - CMSP Adult Systems of Care Pilot

C. Grant Program Contact Information

Please direct any questions regarding the RFP to Laura Moyer, Program Analyst at lmoyer@cmspcounties.org or (916) 649-2631 ext. 110.

VIII. PROPOSAL FORMAT AND REQUIREMENTS

A. Application Cover Sheet

Using the *Attachment A* Excel spreadsheet available here, please provide the county name or names if counties are acting jointly or the Not-for-Profit Organizations' name, requested and in-kind funding amounts, Primary Contact, Secondary Contact and Financial Officer contact information, confirm area(s) of focus, and complete the signature section.

B. Grant Project Summary (no longer than one page)

Describe the proposed project concisely, including its goals, objectives, overall approach, target population(s), key partnerships, anticipated outcomes, and deliverables.

C. Grant Project Narrative (no longer than five pages)

1. Clear Statement of Problem or Need Within Community

All projects should be based upon identified needs of the target population(s) within the community. Please describe the target population(s) to be served by your proposed project. Define the characteristics of the target population(s) and discuss how the proposed project will identify members of the target population(s). Include any background information relating to the proposed county or counties to be served, geographical location, unique features of the community, or other pertinent information that helps shape the target population's need within the community.

2. Local Health Care Delivery System Landscape

Describe how medical care is delivered within the proposed county or counties. Identify the main sources of care for the target population as well as strengths and existing challenges in the health care delivery system. Describe the Lead Applicant role and the roles of other counties, if acting jointly, as well as all key project partners' roles within the health care delivery system. Please describe any prior or current efforts to develop health systems linkages across health care providers and/or the health and behavioral health systems serving CMSP and other publically funded populations.

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3. *Description of Proposed Grant Project*

Describe and discuss the proposed activities to be performed in the project. All activities should be incorporated into the Implementation Work Plan.

4. *Organization and Staffing*

Describe and demonstrate the Applicant's organizational capability to implement, operate, and evaluate the impact and effectiveness of the proposed project. Further, clearly delineate the roles and responsibilities of the Lead Applicant, the county, other counties if acting jointly, and key project partners.

5. *Implementation Work Plan*

This section should include a project Implementation Work Plan and timetable for completion of project activities.

D. Grant Project Goals and Outcome Reporting (no longer than two pages)

Please provide specific policy, program, organizational, service delivery, and/or financial goals that the project intends to accomplish during the Grant period. Describe what records or metrics the project intends to collect to assess the progress and success of the Grant efforts.

E. Budget and Budget Narrative (no longer than two pages)

Complete the Detail & Summary Budget Templates (See Attachments B1 and B2) and provide a brief budget narrative detailing all expense components that make up total operating expenses and the source(s) of in-kind and/or direct matching funding. As a reminder, applicant and/or partners must provide an in-kind match of a minimum of 20% of the grant award. These Budget Templates are available as an Excel spreadsheet for download here.

As part of the budget narrative, describe all administrative costs and efforts to minimize use of project funds for administrative and overhead expenses. Please note: No project funding shall be used for administrative and/or overhead costs not directly attributed to the project. In addition, administrative and/or overhead expenses shall not exceed 15% of the total project expenditures.

F. Letters of Commitment and/or Support

Letters of Commitment and/or Support from key partners should be included and will be utilized in scoring (15%). Letters should describe the key partner's understanding of the proposed project and their organizations' role in the project.

Grant applications must have the support, as demonstrated by Letters of Commitment, from at least one local hospital and at least one primary care provider such as a clinic, private practice physician, or physician group; and, must have the demonstrated

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support, as demonstrated by Letters of Commitment, from at least two of the following CMSP County agencies or departments: Health/Public Health, Social Services/Welfare, Mental Health, and Drug and Alcohol Services. Throughout the project, the lead agency shall make efforts to establish relationships and garner the support of additional community resources.

G. County Board of Supervisors or Board of Directors Approval

Documentation must be provided showing that the Grant application was approved by the County Board of Supervisors (in instances where the Lead Applicant is a county) or the organization's Board of Directors (in instances where the Lead Applicant is a not-for-profit organization).

H. Other Information

The Governing Board may request any other information that it deems in its sole discretion is necessary or useful in order to make the award. The Governing Board reserves the right to contact Applicants informally to receive additional information.

IX. APPLICATION INSTRUCTIONS

A. All Grant applications must be complete at the time of submission and must follow the required format and use the forms and examples provided:

   1. The type font must be Arial, size 12 point.
   2. Text must appear on a single side of the page only.
   3. Assemble the application in the order and within the page number limits listed with the Proposal Format & Requirements sections.
   4. Clearly paginate each page.

B. Applications transmitted by facsimile (fax) or e-mail will not be accepted.

C. The application shall be signed by a person with the authority to legally obligate the Applicant.

D. Provide one original hard-copy Grant application clearly marked original, and three hard-copies.

E. Provide an electronic copy (flash drive or CD) of the following components of the application: 1) Application Cover Sheet (as an Excel Document), 2) Grant Project Summary (as a Word Document), 3) Grant Project Narrative (as a Word Document), 4) Detailed and Summary Budget (as an Excel Document), and 5) Grant Project Goals and Outcome Reporting (as a Word Document).

F. Do not provide any materials that are not requested as the materials will not be considered by reviewers.

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G. Folders and binders are not necessary or desired; please securely staple or clip the application in the upper left corner.

H. Grant applications must be received in the office no later than 12:00 PM on 03/01/19. Address all applications to:

CMSP Governing Board
ATTN: Laura Moyer, Program Analyst
1545 River Park Drive, Suite 435
Sacramento, CA 95815

X. GENERAL INFORMATION

A. All applications become the property of the Governing Board and will not be returned to the Applicant unless otherwise determined by the Governing Board in its sole discretion.

B. Any costs incurred by the responding Applicant for developing a proposal are the sole responsibility of the responding Applicant and the Governing Board shall have no obligation to compensate any responding Applicant for any costs incurred in responding to this RFP.

C. Proposals may remain confidential during this process only until such time as determined by the Governing Board in its sole discretion. Thereafter, all information submitted by a responding Applicant may be treated as a public record by the Governing Board. The Governing Board makes no guarantee that any or all of a proposal will be kept confidential, even if the proposal is marked "confidential," "proprietary," etc.

D. The Governing Board reserves the right to do the following at any time, at the Governing Board's sole discretion:

1. Reject any and all applications, or cancel this RFP.
2. Waive or correct any minor or inadvertent defect, irregularity or technical error in any application.
3. Request that certain or all Applicants supplement or modify all or certain aspects of their respective applications or other materials submitted.
4. Modify the specifications or requirements for the Grant program in this RFP, or the required contents or format of the applications prior to the due date.
5. Extend the deadlines specified in this RFP, including the deadline for accepting applications.
6. Award, or not award, any amount of Grant funding to any Applicant.

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Attachment A

APPLICATION COVER SHEET
CMSP Health Systems Development Grant Program

1. CMSP County, Counties, or Not-For-Profit Organization Included in the Project:

_____

2. Funding:
Requested Grant Amount (3-year total): _____
In-Kind and/or Other Matching Funds Provided by Applicant: _____

3. Lead Applicant:
Organization: _____ Tax ID Number: _____
Applicant's Director or Chief Executive: _____
Title: _____
Applicant's Type of Entity (*Specify county department or non-profit*): _____
Address: _____
City: _____ State: _____ Zip Code: _____ County: _____
Telephone: _____ Fax: _____
Email address: _____

4. Primary Contact Person (*Serves as lead contact person during the application process):*
Name: _____
Title: _____
Organization: _____
Address: _____
City: _____ State: _____ Zip Code: _____ County: _____
Telephone: _____ Fax: _____
Email address: _____

5. Secondary Contact Person (*Serves as alternate contact during the application process):*
Name: _____
Title: _____
Organization: _____
Address: _____
City: _____ State: _____ Zip Code: _____ County: _____
Telephone: _____ Fax: _____
Email address: _____

6. Financial Officer *(Serves as Fiscal representative for the project):*
Name: _____
Title: _____
Organization: _____
Address: _____
City: _____ State: _____ Zip Code: _____ County: _____
Telephone: _____ Fax: _____
Email address: _____

Attachment: CMSP - ASOC Pilot Projcet #2019-261 Agmt. Wsignatures (RES-2021-542 : First Amendment - CMSP Adult Systems of Care Pilot

Attachment A

7. Focus Area(s) *(Check all that apply):*

- ☐ Expand access to care for primary care, specialty care and/or behavioral health services
- ☐ Coordinate and/or integrate health and behavioral healthcare service systems
- ☐ Strengthen the overall health care delivery system in the county across a range of health and behavioral health providers

Agreement:

By submitting this application for CMSP Health Systems Development Grant Program, the applicant signifies acceptance of the appliant's responsibility to comply with all requirements stated in the Request for Proposals (RFP) authorized by the County Medical Services Program Governing Board (Governing Board). Further, the applicant understands that should the Governing Board award grant funding to the applicant, the Governing Board is not obligated to fund the grant until the applicant submits the correct and complete documents as required for the grant agreement; the Governing Board is otherwise satisfied that the applicant has fully met al Governing Board requirements for receipt of grant funding; and the grant agreement between the Governing Board and the applicant has been fully executed. The Governing Board shall have sole discretion on whether or not to award grant funding of any amount of the applicant.

I declare that I am the authorized representative of the applicant described herein. I further declare under penalty of perjury under the laws of the State of California that the information set forth in this Cover Sheet an the attached response to the CMSP Health Systems Development Grant Program is true and correct.

Signature: _____ **Date:** _____

Name: _____

Title: _____

Organization: _____

Address: _____

City: _____ State: _____ Zip Code: _____ County: _____

Telephone: _____ Fax: _____

Email address: _____

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Attachment B1

CMSP Health Systems Development Grant Program Budget Guidelines

Applicants must use the budget summary and detail formats provided in Attachment B2. Grant amounts shall not exceed a total of $300,000 over three years.

The Summary Budget is a summary of *all* project related costs and funding sources for each year of the project. Budgets must include 20% in-kind and/or matching funding which is to be shown on the Summary Budget.

The Detail Budget is a breakdown of *only* CMSP funded expenses for each year of the project.

Administrative and/or overhead expenses shall not exceed 15% of total grant funded expenditures.

Budget items should be placed into one of six categories. A brief description of each category is listed below. Any expenses that are categorized within "Other" should be explained in the budget narrative.

Personnel
Gross salary and fringe benefits related to staff or funded project. Fringe benefits include employer FICA, unemployment and workers compensation taxes, medical insurance, vacation/sick leave and retirement benefits.

Contractual Services
Payments related to subcontractors and consultants who provide services to the project. Includes all expenses reimbursed including salaries, office expenses, travel.

Office Expenses
Expenses attributable to managing an office including photocopies, postage, telephone charges, utilities, facilities, educational materials and general office supplies.

Travel
Actual project-related travel expenses, including airfare, meals, hotels, mileage reimbursement, parking and taxis. If the organization has an established per diem policy, per diem may be charged to the grant in lieu of actual incurred expenses.

Equipment
Items purchased, leased or upgraded which improve health care delivery capacity such as computer hardware and software, medical exam room equipment, diagnostic equipment and dental operatories.

Other
Items that do not fall into any of the other categories listed above. Each item listed in other should be noted briefly in budget summary and explained in the budget narrative.

No grant funding should be used for administrative and/or overhead costs not directly attributable to the project.

Budget Narrative
Provide a brief (no more than two pages) written description detailing all expense components and the source(s) of in-kind and/or direct matching funding. Describe all administrative costs and efforts to minimize use of grant funds for administrative and overhead expenses.

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Attachment B2

Budget Template - Summary Budget
CMSP Health Systems Development Grant Program

Applicant:

3 Year Summary Budget Includes a summary of CMSP Funds, In-Kind Funds and Total Funds.

Category	CMSP Funding (Year 1)	In-Kind Funding (Year 1)	Total Funds (Year 1)
Personnel			0
Contractual Services	0	0	0
Office Expenses	0	0	0
Travel	0	0	0
Equipment	0	0	0
Other	0	0	0
TOTAL YEAR 1	0	0	0

Category	CMSP Funding (Year 2)	In-Kind Funding (Year 2)	Total Funds (Year 2)
Personnel			0
Contractual Services	0	0	0
Office Expenses	0	0	0
Travel	0	0	0
Equipment	0	0	0
Other	0	0	0
TOTAL YEAR 2	0	0	0

Category	CMSP Funding (Year 3)	In-Kind Funding (Year 3)	Total Funds (Year 3)
Personnel	0	0	0
Contractual Services	0	0	0
Office Expenses	0	0	0
Travel	0	0	0
Equipment	0	0	0
Other	0	0	0
TOTAL YEAR 3	0	0	0
TOTAL PROJECT COST	0	0	0

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Attachment B2

Budget Template - Summary Budget
CMSP Health Systems Development Grant Program

Applicant:

3 Year Summary Budget Includes a summary of CMSP Funds, In-Kind Funds and Total Funds.

Category	CMSP Funding (Year 1)	In-Kind Funding (Year 1)	Total Funds (Year 1)
Personnel			0
Contractual Services	0	0	0
Office Expenses	0	0	0
Travel	0	0	0
Equipment	0	0	0
Other	0	0	0
TOTAL YEAR 1	0	0	0

Category	CMSP Funding (Year 2)	In-Kind Funding (Year 2)	Total Funds (Year 2)
Personnel			0
Contractual Services	0	0	0
Office Expenses	0	0	0
Travel	0	0	0
Equipment	0	0	0
Other	0	0	0
TOTAL YEAR 2	0	0	0

Category	CMSP Funding (Year 3)	In-Kind Funding (Year 3)	Total Funds (Year 3)
Personnel	0	0	0
Contractual Services	0	0	0
Office Expenses	0	0	0
Travel	0	0	0
Equipment	0	0	0
Other	0	0	0
TOTAL YEAR 3	0	0	0
TOTAL PROJECT COST	0	0	0

Attachment: CMSP - ASOC Pilot Projcet #2019-261 Agmt. Wsignatures (RES-2021-542 : First Amendment - CMSP Adult Systems of Care Pilot

EXHIBIT C

APPLICATION

GRANTEE'S APPLICATION

Attachment: CMSP - ASOC Pilot Projcet #2019-261 Agmt. Wsignatures (RES-2021-542 : First Amendment - CMSP Adult Systems of Care Pilot

Attachment A

ORIGINAL

RES. NO. 19-106

APPLICATION COVER SHEET
CMSP Health Systems Development Grant Program

1. CMSP County, Counties, or Not-For-Profit Organization Included in the Project:
Mariposa County

2. Funding:
Requested Grant Amount (3-year total): $463,271 ($300,000 CMSP)
In-Kind and/or Other Matching Funds Provided by Applicant: $163,271

3. Lead Applicant:
Organization: Mariposa County Health & Human Servic Tax ID Number: 925-0159-2
Applicant's Director or Chief Executive: Chevon Kothari
Title: Director, Health & Human Services Agency
Applicant's Type of Entity (*Specify county department or non-profit*): County Department
Address: PO Box 99, 5362 Lemee Lane
City: Mariposa State: CA Zip Code: 95338 County: Mariposa
Telephone: (209) 966-2000 Fax:
Email address: ckothari@mariposahsc.org

4. Primary Contact Person (*Serves as lead contact person during the application process*):
Name: Eric Sergienko
Title: County Health Officer
Organization: Mariposa County Health & Human Services Agency
Address: PO Box 5, 5085 Bullion Street
City: Mariposa State: CA Zip Code: 95338 County: Mariposa
Telephone: (209) 966-3689 Fax: (209) 966-4929
Email address: esergienko@mariposacounty.org

5. Secondary Contact Person (*Serves as alternate contact during the application process*):
Name: Chevon Kothari
Title: Director
Organization: Mariposa County Health & Human Services Organization
Address: PO Box 99, 5362 Lemee Lane
City: Mariposa State: CA Zip Code: 95338 County: Mariposa
Telephone: (209) 966-2000 Fax:
Email address: ckothari@mariposahsc.org

6. Financial Officer (*Serves as Fiscal representative for the project*):
Name: Joe Lynch
Title: Assistant Director
Organization: Mariposa County Health and Human Services Agency
Address: PO Box 99
City: Mariposa State: CA Zip Code: 95338 County: Mariposa
Telephone: (209) 966-2000 Fax:

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ORIGINAL

Attachment A

Email address: jlynch@mariposahsc

7. Focus Area(s) *(Check all that apply):*

- ☑ Expand access to care for primary care, specialty care and/or behavioral health services
- ☑ Coordinate and/or integrate health and behavioral healthcare service systems
- ☑ Strengthen the overall health care delivery system in the county across a range of health and behavioral health providers

Agreement:

By submitting this application for CMSP Health Systems Development Grant Program, the applicant signifies acceptance of the appliant's responsibility to comply with all requirements stated in the Request for Proposals (RFP) authorized by the County Medical Services Program Governing Board (Governing Board). Further, the applicant understands that should the Governing Board award grant funding to the applicant, the Governing Board is not obligated to fund the grant until the applicant submits the correct and complete documents as required for the grant agreement; the Governing Board is otherwise satisfied that the applicant has fully met all Governing Board requirements for receipt of grant funding; and the grant agreement between the Governing Board and the applicant has been fully executed. The Governing Board shall have sole discretion on whether or not to award grant funding of any amount of the applicant.

I declare that I am the authorized representative of the applicant described herein. I further declare under penalty of perjury under the laws of the State of California that the information set forth in this Cover Sheet and the attached response to the CMSP Health Systems Development Grant Program is true and correct.

Signature: MS Menetry **Date:** Feb 26, 2019

Name: Miles Menetery

Title: Chair, Mariposa County Board of Supervisors

Organization: Mariposa County Board of Supervisors

Address: 5100 Bullion Street

City: Mariposa State: CA Zip Code: 95338 County: Mariposa

Telephone: (209) 966-2000 Fax: (209) 966-5147

Email address: mmenetrey@mariposacounty.org

APPROVED AS TO FORM:
Steven W. Dahlem
STEVEN W. DAHLEM
COUNTY COUNSEL

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B. Grant Project Summary (1 page)

The CMSP grant funding would support the Mariposa County Health and Human Services Agency (HHSA) in implementation of an Adult Systems of Care model.

Mariposa's HHSA was created in the fall of 2018 as a consolidation of three existing county departments—Health, Human Services and Community Services. The consolidation allows us to envision and implement novel and creative solutions to improve access to care for our most vulnerable residents, and to develop integrated health services with awareness for and practice of a trauma informed approach.

In the new HHSA organization, leaders and team members will create a division that will bring together behavioral health and community health under a single director. This division will implement core concepts of Systems of Care. This will allow HHSA to build collaborative, task-specific, matrixed teams within a conventional hierarchical structure.

The teams created within the systems of care would fall into either an Adult or Child system. Systems of Care Coordinators would be one of four deputy directors, fostering teams in implementation. This will require all deputies to have an in-depth knowledge of systems of care. It would also require everyone within HHSA have a base level knowledge of systems of care theory and practice.

Key partners in Mariposa in implementation of an Adult System of Care (ASOC) would be John C. Fremont Healthcare District, the Alliance for Community Transformation, the County Probation Department, and the County Sheriff and Jail services.
CMSP grant funds will support implementation of the ASOC within Mariposa in a number of critical ways including, but not limited to:

- Development and delivery of ASOC training and education of HHSA staff, including coaching from consultants;
- Training in System of Care theory and practice for key HHSA partners;
- Training in trauma informed services, systems and care delivery;
- Development or revision of policies and procedures necessary for Systems of Care implementation, recruitment, training and supervision of peer-supported/client navigators, and patient and client outreach specialists.

Training and policy development would start during the first grant year and be ongoing. Additionally, during this period, we would adapt policies and procedures to the ASOC program that have proven effective with high-volume service utilizers in the Whole Person Care program. More active enrollment and management of clients would start in year two. Once we enrolled clients, we would be able to examine other metrics such as cost analysis of the program starting in year two and continuing to year three.

We anticipate by implementing an Adult System of Care that we will more effectively provide services to our clients, reduce costs to the county, and reduce demand for urgent and emergency services.

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C. Grant Project Narrative (no more than 5 pages)

1. Clear Statement of Problem or Need Within Community

Mariposa County is a small, rural county in the Sierra Nevada foothills extending from the San Joaquin Valley to the crest of the Sierra Nevada. The county spans approximately 1,450 square miles with a population of 17,569 residents in 2017 (a decrease from 18,101 in 2010). This change in population reflects an exodus of 20 to 40 year olds who leave the county to seek job opportunities that do not exist here.

There is higher unemployment, lower median household income, and a higher proportion of the population living below poverty, as compared to the state overall. This geographic and economic isolation of residents creates an environment ripe for depression, anxiety, and other mental and behavioral health disorders, as well as providing a conducive environment for illegal activities and substance abuse.

Nearly 21% of the population aged five and older has a disability (compared to less than 13% for all of California). Both the age-adjusted chronic lower respiratory disease death rate and the adult asthma prevalence are higher than comparable communities in the state. 9.7% of adults have diabetes as compared to 8.1% in US.

Substance abuse continues to cause significant impact in Mariposa despite gains made through a coordinate opioid task force. In 2014, Mariposa was the number 2 county of per capita overdose related deaths. In 2015, Mariposa had one opioid overdose related death (4.6/100k) and four hospitalizations related to opioid overdoses. Almost 20,000 narcotic prescriptions were written and over 130,000 opioid pills or tablets were dispensed in 2016 for Mariposa County residents.

Mariposa County's lack of economic and job opportunities, coupled with both social and geographic isolation, lead to an environment ripe for depression, anxiety, and substance use disorder. Additionally, the increased stigma, associated with accessing behavioral health care in small, rural communities makes it challenging for those in help to reach out. In 2018, Mariposa County ranked 57 out of 58 counties in suicide rates as identified by the County Health Profiles through California Department of Public Health.

This situation creates at-risk adult and transition-aged youth populations that would be the focus of our Adult Systems of Care (ASOC). The typical client would be at or near the poverty line, have a chronic medical condition or conditions that would benefit from access to both primary and specialty, and who typically accesses care through emergency services. Co-mingled with this client's medical conditions would be the potential for either an active substance use disorder or other behavioral health issue.

2. Local Health Care Delivery System Landscape

Access to both medical care and behavioral health services remains a challenge for all residents in Mariposa County, but particularly those that are economically

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disadvantaged. Mariposa County is a medically underserved population and designated as a Health Professional Shortage Area. The Mariposa County Health Department Community Health Assessment used 2017 County Health Ranking Data to derive ratios of providers to patients. These ratios demonstrate that our county has roughly half the number of health care providers when compared to the United States and California; specifically: Primary care providers, 1:2,920 (CA 1:1,280). Dentists, 1:1,930 (CA 1:1,210). Mental health providers, 1:410 (CA 1:320). Comparing these ratios to California overall and combining these with the distance and topography of the county (1,455 square miles with up to 1.5-hour bus rides to school), clearly demonstrate the real barriers Mariposans encounter, which limit their very real access to care.

Access to care was also a major concern for this community as indicated in the 2017 Community Needs Assessment. Additionally, our Community Health Improvement Plan identified both Access to Quality Health Care and Promoting Behavioral Health and Addiction Prevention and Treatment, as two key pillars in improving health in our residents.

There is one Critical Access Hospital, John C. Fremont, which provides emergency care and a limited inpatient capability. The nearest surgical capability is 45 minutes away by car, while tertiary care is almost an hour and a half away.

While there is a health center in the north part of the county, a clinic in the National Park, and two clinics in the town of Mariposa, there can be a two or more week wait for routine care. The ability to afford fuel and the distance between locations, along curvy, sometimes substandard roads, coupled with the paucity of public transportation, is often a barrier in accessing care as well.

Behavioral Health services are provided both by John C. Fremont and HHSA. Both also provide substance use disorder treatment. There is no inpatient services for Behavioral Health in the county.

3. Description of Proposed Grant Project

Over the grant cycle, HHSA will incorporate core concepts of Systems of Care into its operations, as defined by the federal Substance Abuse Mental Health Services Administration. System of Care (SOC) is an approach which has demonstrable impacts in other states and in some California counties. SOC is highly regarded for its recognized effects in improving timeliness and quality of care, its ability to support early trauma impacts, and its related larger system outcomes. Expected outcomes include enhanced care coordination and utilization management, reduced dependence on emergency medicine, reduced behavioral medicine inpatient days, lower rates of criminal involvement by youth, and more effective primary/behavioral health transitions.

The design and implementation of an Adult System of Care in Mariposa will also allow for more effective adoption and implementation of the county's Medi-Cal Whole Person Care program. Further, activities with SOC will align with the Agency's Public Health

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Accreditation pursuits ensuring compliance with accreditation standards.

4. Organization and Staffing

Mariposa County Health & Human Services Agency will be the lead applicant for the Project. HHSA leadership and staff have strong organizational capacity to implement, operate and evaluate the proposed project. With a staff of 177 FTE and a budget of $44 million consisting primarily of state and federal grants and allocations, HHSA has demonstrated success in the implementation of similar projects, necessitating inter- and intra-agency collaboration. Of note, Mariposa County HHSA is the smallest county in California to be awarded Whole Person Care Pilot funds. Although the Agency has a long history of effective collaborations with our community partners and other County Departments, the WPC Pilot Project strengthened our ability to engage the health care community in serving the most vulnerable community members in Mariposa County.

Mariposa County HHSA will take the lead role in the development of the Systems of Care and the administration of grant activities. Responsibilities will include the development of a strategic plan to inform the design of a Systems of Care; engagement of community partners; coordination of training and a learning collaborative across the Agency and with partners; development of protocols for Systems of Care; evaluation of the Project; and reporting to CMSP. An Adult Systems of Care Coordinator will be responsible for the overall implementation and monitoring of the Project. This role is expected to be filled by one of the deputy directors within the Health Services Division and would be partially funded through our CMSP request. The balance of funds will be utilized to bring in consultants who are experts in Systems of Care and change management.

Key partners will include: John C Fremont Healthcare District, Alliance for Community Transformations, Mariposa County Probation Department and Mariposa County Sheriff's Department.

5. Implementation Work Plan and Timetable

Project Activities	Estimated Timeline
1. Review recent existing, or conduct HHSA internal and community based external stakeholder assessment conversations.	By August 15, 2019
2. Create first Plan, Do, Study, Act Quality Improvement plans specific to the goals of this grant.	By August 30, 2019

Attachment: CMSP - ASOC Pilot Projcet #2019-261 Agmt. Wsignatures (RES-2021-542 : First Amendment - CMSP Adult Systems of Care Pilot

3. Complete design of HHSA organizational structure in support of Systems of Care	By August 30, 2019
4. Begin internal and contractor/vendor informed strategic planning, to develop a logic model/work plan, effectively linking related health and behavioral health initiatives, including Whole Person Care and Public Health Accreditation.	By October 1, 2019
5. Deliver HHSA internal and vendor/partner training on System of Care theory and practice.	By Sept. 30, 2019
6. Deliver Trauma Informed Training for all HHSA staff and key other departments and contractors.	By Nov. 15, 2019
7. Complete logic model/work plan	By Nov. 15, 2019
8. Complete internal and contractor/vendor informed strategic planning, to develop a logic model/work plan, effectively linking related health and behavioral health initiatives, including Whole Person Care and Public Health Accreditation.	By January 15, 2020
9. Recruitment of, or implementation of contracted Peer-navigator services.	By March 15, 2020
10. Completion of first Plan, Do, Study, Act Cycle and revision of Implementation/Work Plan	By April 30, 2020
11. Implementation of HHSA Data Dashboard and demonstrable use of the dashboard within the ASOC/HHSA service delivery system.	By June 1, 2020

Attachment: CMSP - ASOC Pilot Projcet #2019-261 Agmt. Wsignatures (RES-2021-542 : First Amendment - CMSP Adult Systems of Care Pilot

D. Grant Project Goals and Outcome Reporting (no more than 2 pages)

Year One Goals:

Year One of Mariposa's grant will be predominantly used in planning, stakeholder outreach, engagement and system design. Goals include, but are not limited to:

1. Review recent internal and community-based stakeholder assessments, where necessary conducting additional data collection and analysis as needed to conduct planning for Systems of Care.
2. Conduct strategic planning, to develop Systems of Care policy, plans, and procedures to include logic model and implementation plan; effectively linking related health and behavioral health initiatives, including Whole Person Care and Public Health Accreditation.
3. Complete design of HHSA organizational structure in order to support implementation of Systems of Care.
4. Deliver HHSA internal and vendor/partner training on System of Care theory and practice.
5. Expand access to appropriate behavioral health screening, early intervention and other treatments for children, youth and adults.
6. Implement an adult System of Care within the newly designated Health and Human Services Agency. As part of implementation, conduct change management strategies to address the complexity of Systems of Care.

Year Two Goals:

The second year of the CMSP grant will see the county pursue major steps in implementation and early evaluation of its newly integrated structure and the systems of care within it. Goals include:

1. Enhance existing internal collaboration between Community Health and Behavioral health teams working within the newly created systems of care.
2. Deliver Trauma Informed training for all HHSA staff and other key departments and contractors.
3. Create first Plan, Do, Study, Act Quality Improvement plans specific to the goals of this grant.
4. Recruitment of, or implementation of contracted Peer-navigator services.
5. Conduct screening of at least 75% of CMSP-eligible service participants for trauma including Adverse Childhood Experiences (ACES).
6. Screening via Child Adolescent Needs and Strengths (CANS) and ACES for 100% of all Mariposa's Foster Transition Aged Youth, with appropriate referral to ASOC services.

Year 3 Goals:

Year three will be a heavy focus on further Implementation, Evaluation and System Adaptation, based on the first two years' progress. Goals include:

Attachment: CMSP - ASOC Pilot Projcet #2019-261 Agmt. Wsignatures (RES-2021-542 : First Amendment - CMSP Adult Systems of Care Pilot

D. Mariposa County Goals and Outcomes

1. Completion of first Plan, Do, Study, Act Cycle and revision of Implementation/Work Plan
2. Completion of HHSA Data Dashboard and demonstrable use of the dashboard within the ASOC/HHSA service delivery system.

Outcomes/Deliverables:

- Expand access to appropriate behavioral health screening, early intervention and other treatments for children, youth and adults. Baseline data will be compared with data on the number/percentage of individuals being screened.
- Implement an Adult System of Care (ASOC) within the newly created Health and Human Services Agency. Establish an ASOC Coordinator to foster and monitor implementation. Organizational structure and chart will reflect new positions.
- The Coordinator, as well as senior leadership, will have completed a comprehensive curriculum in ASOC that will be developed as part of implementing ASOC. Training documentation will be provided including agendas and sign in sheets.
- Create and enhance internal collaboration between Health and Behavioral Health teams and professionals working within the newly created systems of care. This would be documented by the percentage of clients that are referred, assessed, and enrolled in the ASOC criteria by an interdisciplinary team.
- Conduct screening of at least 75% of individuals referred to ASOC for trauma, including ACES. Tracking through client database.
- Screening via CANS and ACES for 100% of all Mariposa's Foster Transition Aged Youth, with appropriate referral to ASOC services. Tracking through client database.
- Implement Agency Data Dashboard, with both internal and external views, that will allow access to critical data that will allow for timely decision making. The data will be used by staff to inform both planning for individual clients and for programmatic issues. External agencies and residents will be able to use it to cooperate and collaborate with Agency staff and teams. Access to final product will be provided to CMSP during the final report.

Using the current Organizational Climate Survey tool, we will add questions to evaluate implementation of and barriers to Systems of Care. Conducted biannually, the survey will be conducted this spring and again in the spring of 2021. Questions would assess staff understanding, acceptance and use of systems of care in their work.

Attachment: CMSP - ASOC Pilot Projcet #2019-261 Agmt. Wsignatures (RES-2021-542 : First Amendment - CMSP Adult Systems of Care Pilot

E. Budget and Budget Narrative (no more than 2 pages)

The proposed budget supports the overall goals and objectives outlined within the proposal. Tasks will be accomplished through the utilization of consultants who specialize in consolidations, strategic planning and Systems of Care Work in coordination with key staff who will be responsible for socializing and formalizing these new concepts and policies throughout the Agency.

Budget
See attached Budget Template B2.

Budget Narrative

Personnel: Salary and Benefits for a Systems of Care Coordinator (Social Work Supervisor II) at .68 FTE is being requested through CMSP Funding for Year 1 and Year 2 of the Project. The balance of the full-time position (.32 FTE in Year 1 and Year 2 and 100% in Year 3 will be covered by other sources as an in-kind match to the Project). Personnel costs include salary and benefits. Benefits include: FICA, Unemployment, Workers Compensation, Medical/Dental/Vision Insurance, Vacation/Sick Leave, Retirement Benefits, etc.

- Year 1: ($117,990./annually x .68FTE) = $80,233
- Year 2: ($117,990./annually x .68FTE) = $80,233
- Year 3: ($117,990./annually x .68FTE) = $80,233

Contractual Services: A contract will be secured through Municipal Resources Group or similar consulting firm to provide training, coaching and technical assistance in the implementation of Systems of Care. A timeline will be further refined which may impact the costs per year, however, the total consulting costs will not exceed $50,000.

- Year 1: $200 per hour x 100 hours = $20,000
- Year 2: $200 per hour x 100 hours = $20,000
- Year 3: $200 per hour x 50 hours = $10,000

Overhead/Administrative Costs: Costs for administrative overhead include facilities, communications, printing/copying, equipment costs, general office supplies, administrative salaries, etc. Overhead is being figured at 15%. Although normal overhead costs are at 39%, we will minimize the overhead for the purposes of this project.

- Year 1: $28,016
- Year 2: $28,016
- Year 3: $28,016

Attachment: CMSP - ASOC Pilot Projcet #2019-261 Agmt. Wsignatures (RES-2021-542 : First Amendment - CMSP Adult Systems of Care Pilot

Attachment B2

Budget Template - Summary Budget
CMSP Health Systems Development Grant Program

Applicant: Mariposa County

3 Year Summary Budget Includes a summary of CMSP Funds, In-Kind Funds and Total Funds.

Category	CMSP Funding (Year 1)	In-Kind Funding (Year 1)	Total Funds (Year 1)
Personnel	80233	37757	117990
Contractual Services	20000	0	20000
Office Expenses	0	0	0
Travel	1767	0	1767
Equipment	0	0	0
Other (Overhead)	18000		18000
TOTAL YEAR 1	120000	37757	157757

Category	CMSP Funding (Year 2)	In-Kind Funding (Year 2)	Total Funds (Year 2)
Personnel	80233	37757	117990
Contractual Services	20000	0	20000
Office Expenses	0	0	0
Travel	1767	0	1767
Equipment	0	0	0
Other (Overhead)	18000		18000
TOTAL YEAR 2	120000	37757	157757

Category	CMSP Funding (Year 3)	In-Kind Funding (Year 3)	Total Funds (Year 3)
Personnel	30233	87757	117990
Contractual Services	10000	0	10000
Office Expenses	0	0	0
Travel	1767	0	1767
Equipment	0	0	0
Other (Overhead)	18000		18000
TOTAL YEAR 3	60000	87757	147757
TOTAL PROJECT COST	300000	163271	463271

Attachment: CMSP - ASOC Pilot Projcet #2019-261 Agmt. Wsignatures (RES-2021-542 : First Amendment - CMSP Adult Systems of Care Pilot

Budget Template - Detail Budget
CMSP Health Systems Development Grant Program

Applicant: Mariposa County

3 Year Detail Budget Breaks down planned CMSP fund expenditures in detail.

Category Item/Service	Qnty (Year 1)	Cost (Year 1)	Qnty (Year 2)	Cost (Year 2)	Qnty (Year 3)	Cost (Year 3)	Total Cost
Personnel							
ASOC Coordinator	.68 FTE	80,233	.68 FTE	80,233	.26 FTE	30233	190699
		0		0		0	0
		0		0		0	0
Contractual Services							
Consultants for ASOC	100 hours	20000	100 hours	20000	50 hours	10000	50000
Training & Development		0		0		0	0
		0		0		0	0
Office Expenses							
							0
							0
							0
Travel							
Mileage and Training		1767		1767		1767	5301
				0		0	0
		0		0		0	0
Equipment							
				0		0	0
		0		0		0	0
		0		0		0	0
Other							
Overhead at 15%		18000		18000		18000	54000
		0		0		0	0
		0		0		0	0
TOTAL CMSP Funding		120000		120000		60000	300000

Attachment: CMSP - ASOC Pilot Projcet #2019-261 Agmt. Wsignatures (RES-2021-542 : First Amendment - CMSP Adult Systems of Care Pilot

JOHN C. FREMONT
Healthcare District

February 19, 2019

County Medical Services Program

CMSP Board of Directors:

I am writing this letter in support of an application submitted by the Mariposa County Health & Human Services Agency (HHSA) for the County Medical Services Program (CMSP) Health Systems Development Grant.

As a partner of Mariposa County HHSA, we support their efforts to implement more robust systems of care to vulnerable individuals in the community as part of their agency consolidation. We understand the Project they are proposing would develop the knowledge, skills and abilities of HHSA staff as well as community partners to implement systems of care. Further, the Project will tie together a matrix of services to better serve those individuals in our community who face multiples barriers and challenges to accessing health and behavioral health care. We understand that this work is likely to lead to more efficient and effective services and better outcomes for those who need them.

John C. Fremont Healthcare District is a special district established in 1947 to provide healthcare services to the residents of Mariposa County. It currently operates a critical access hospital that provides emergency services and limited inpatient services, primary care and specialty clinics, and a skilled nursing facility. We are a critical partner with HHSA in multiple activities including the Live Free Initiative, our county's opioid task force.

As a community partner, we will have representatives who will participate in trainings and the development of protocols and Memoranda of Understanding that will allow us and our partners to participate fully in these systems of care.

Please do not hesitate to reach out to me with any questions or concerns you may have.

Sincerely,

Matthew Matthiessen,
Chief Executive Officer

(209) 966-3631
5189 Hospital Road – P.O. Box 216 Mariposa, CA 95338-0216

Office of the Sheriff-Coroner Public Administrator

Douglas A. Binnewies
Sheriff-Coroner-Public Administrator

Jeremy R. Briese
Undersheriff

CMSP Board of Directors,

I am writing this letter in support of an application submitted by the Mariposa County Health & Human Services Agency (HHSA) for the County Medical Services Program (CMSP) Health Systems Development Grant.

As a partner of Mariposa County HHSA, we support their efforts to implement more robust systems of care to vulnerable individuals in the community as part of their agency consolidation. We understand the Project they are proposing would develop the knowledge, skills and abilities of HHSA staff as well as community partners to implement systems of care. Further, the Project will tie together a matrix of services to better serve those individuals in our community who face multiples barriers and challenges to accessing health and behavioral health care. We understand that this work is likely to lead to more efficient and effective services and better outcomes for those who need them.

Mariposa County Sheriff's Office is the lead law enforcement agency for Mariposa County. We provide the full spectrum of law enforcement services including patrol, investigation and jail services, as well as providing law enforcement/public service/leadership instructors and also school resources officer to the Mariposa County Unified School District. We are close partners with HHSA on numerous activities including Substance Use Disorders and Behavioral Health services in the jail.

As a community partner, we will have representatives who will participate in trainings and the development of protocols and Memoranda of Understanding that will allow us and our partners to participate fully in these systems of care.

Please do not hesitate to reach out to me with any questions or concerns you may have.

Sincerely,

Doug Binnewies

P.O. BOX 276 Mariposa, CA 95338 209/966-3615 FAX 209/742-5

Attachment: CMSP - ASOC Pilot Projcet #2019-261 Agmt. Wsignatures (RES-2021-542 : First Amendment - CMSP Adult Systems of Care Pilot

F.

COUNTY OF MARIPOSA
PROBATION DEPARTMENT

5091 Bullion Street, P. O. Box 76
Mariposa, California 95338
Phone: (209) 966-3612 FAX: (209) 742-5961

Pete Judy, Chief Probation Officer

February 19, 2019

CMSP Board of Directors,

I am writing this letter in support of an application submitted by the Mariposa County Health & Human Services Agency (HHSA) for the County Medical Services Program (CMSP) Health Systems Development Grant.

As a partner of Mariposa County HHSA, we support their efforts to implement more robust systems of care to vulnerable individuals in the community as part of their agency consolidation. We understand the Project they are proposing would develop the knowledge, skills and abilities of HHSA staff as well as community partners to implement systems of care. Further, the Project will tie together a matrix of services to better serve those individuals in our community who face multiples barriers and challenges to accessing health and behavioral health care. We understand that this work is likely to lead to more efficient and effective services and better outcomes for those who need them.

Mariposa County Probation Department provides supervision and services to adult and youth on probation in Mariposa County. We work collaboratively with Mariposa County HHSA on a number of initiatives and programs and will continue to partner for better integration of services.

As a community partner, we will have representatives who will participate in trainings and the development of protocols and Memoranda of Understanding that will allow us and our partners to participate fully in these systems of care.

Please do not hesitate to reach out to me with any questions or concerns you may have.

Sincerely,

Pete Judy
Chief of Probation

Attachment: CMSP - ASOC Pilot Projcet #2019-261 Agmt. Wsignatures (RES-2021-542 : First Amendment - CMSP Adult Systems of Care Pilot

F.

ALLIANCE FOR COMMUNITY TRANSFORMATIONS
PO Box 2075, Mariposa, CA 95338, (209) 742-6456, www.alliance4community.org

CMSP Board of Directors,

I am writing this letter in support of an application submitted by the Mariposa County Health & Human Services Agency (HHSA) for the County Medical Services Program (CMSP) Health Systems Development Grant.

As a partner of Mariposa County HHSA, we support their efforts to implement more robust systems of care to vulnerable individuals in the community as part of their agency consolidation. We understand the Project they are proposing would develop the knowledge, skills and abilities of HHSA staff as well as community partners to implement systems of care. Further, the Project will tie together a matrix of services to better serve those individuals in our community who face multiples barriers and challenges to accessing health and behavioral health care. We understand that this work is likely to lead to more efficient and effective services and better outcomes for those who need them.

Alliance for Community Transformations is a local non-profit organization that provides an array of services to community members. Services include domestic violence/rape crisis, substance use disorder recovery, homeless services, youth prevention programs, and more. We work collaboratively with Mariposa County HHSA on a number of initiatives and will continue to partner on better integration of services.

As a community partner, we will have representatives who will participate in trainings and the development of protocols and Memoranda of Understanding that will allow us and our partners to participate fully in these systems of care.

Please do not hesitate to reach out to me with any questions or concerns you may have.

Sincerely,

Alison Tudor
Executive Director

Attachment: CMSP - ASOC Pilot Projcet #2019-261 Agmt. Wsignatures (RES-2021-542 : First Amendment - CMSP Adult Systems of Care Pilot

G.

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2019-106

MEETING: February 26, 2019

TO: The Board of Supervisors

FROM: Chevon Kothari, Health and Human Services Director

RE: Authorize the Submittal of County Medical Services Program (CMSP) Grant Application

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RECOMMENDATION AND JUSTIFICATION:
Authorize the Submittal of County Medical Services Program (CMSP) Health Systems Development Grant Program Grant Application for an amount not to exceed $300,000 for the period of the grant from 05/01/19 - 6/30/22.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The CMSP was established in 1983, when California law transferred responsibility for providing health care services to indigent adults from the State to Counties. The law recognized that many small, rural counties were not in a position to assume this responsibility, so established CMSP Program to assist with the administration and funding of this service for counties with a population of less than 300,000. Mariposa County, as such, is a CMSP County.

The current Grant opportunity through CMSP seeks to support local health care systems to develop and implement strategies to reduce barriers between health care providers and systems and promote collaboration and systems linkages to low income community members.

The CMSP grant funding would support the Mariposa County Health and Human Services Agency (HHSA) in implementation of an Adult Systems of Care model. Mariposa's HHSA was created in the fall of 2018 as a consolidation of three existing county departments-Health, Human Services and Community Services. The consolidation allows us to envision and implement novel and creative solutions to improve access to care for our most vulnerable residents, and to develop integrated health services with awareness for and practice of a trauma informed approach.

In the new HHSA organization, leaders and team members will create a division that will bring together behavioral health and community health under a single director. This division will implement core concepts of Systems of Care. This will allow HHSA to build collaborative, task-specific, matrixed teams within a conventional hierarchical

Attachment: CMSP - ASOC Pilot Projcet #2019-261 Agmt. Wsignatures (RES-2021-542 : First Amendment - CMSP Adult Systems of Care Pilot

G.

Resolution - Action Requested 2019-106

structure.

The teams created within the systems of care fall into either an Adult or Childrens' system. It will require the leadership and staff within HHSA to have a base level knowledge of systems of care theory and practice.

In addition to HHSA team members, key partners in Mariposa in implementation of an Adult System of Care (ASOC) would be John C. Fremont Healthcare District, the Alliance for Community Transformations, the County Probation Department, and the County Sheriff and Jail services.

CMSP grant funds will support implementation of the ASOC within Mariposa in a number of critical ways including, but not limited to:

• Development and delivery of ASOC training and education of HHSA staff, including coaching from consultants;

• Training in System of Care theory and practice for key HHSA partners;

• Training in trauma informed services, systems and care delivery;

• Development or revision of policies and procedures necessary for Systems of Care implementation, recruitment, training and supervision of peer-supported/client navigators, and patient and client outreach specialists.

Funds would support consulting and training costs as well as some staffing costs for Systems of Care Coordinators.

We anticipate by implementing an Adult System of Care that as a team we will more effectively provide services to our clients, reduce costs to the county, and reduce demand for urgent and emergency services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
We can choose not to apply for funds and then use existing funds to implement a scaled back version of this project implementation.

FINANCIAL IMPACT:
There is no match requirement for this grant and no financial to the County General Fund.

ATTACHMENTS:
CMSP Grant App (PDF)

RESULT: **ADOPTED AS AMENDED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Merlin Jones, District II Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

The foregoing instrument is a correct copy of the original on file in this office.
ATTEST February 26, 2019
RENE' LA ROCHE
Clerk of the Board of Supervisors of the County of Mariposa, State of California
Deputy

Attachment: CMSP - ASOC Pilot Projcet #2019-261 Agmt. Wsignatures (RES-2021-542 : First Amendment - CMSP Adult Systems of Care Pilot

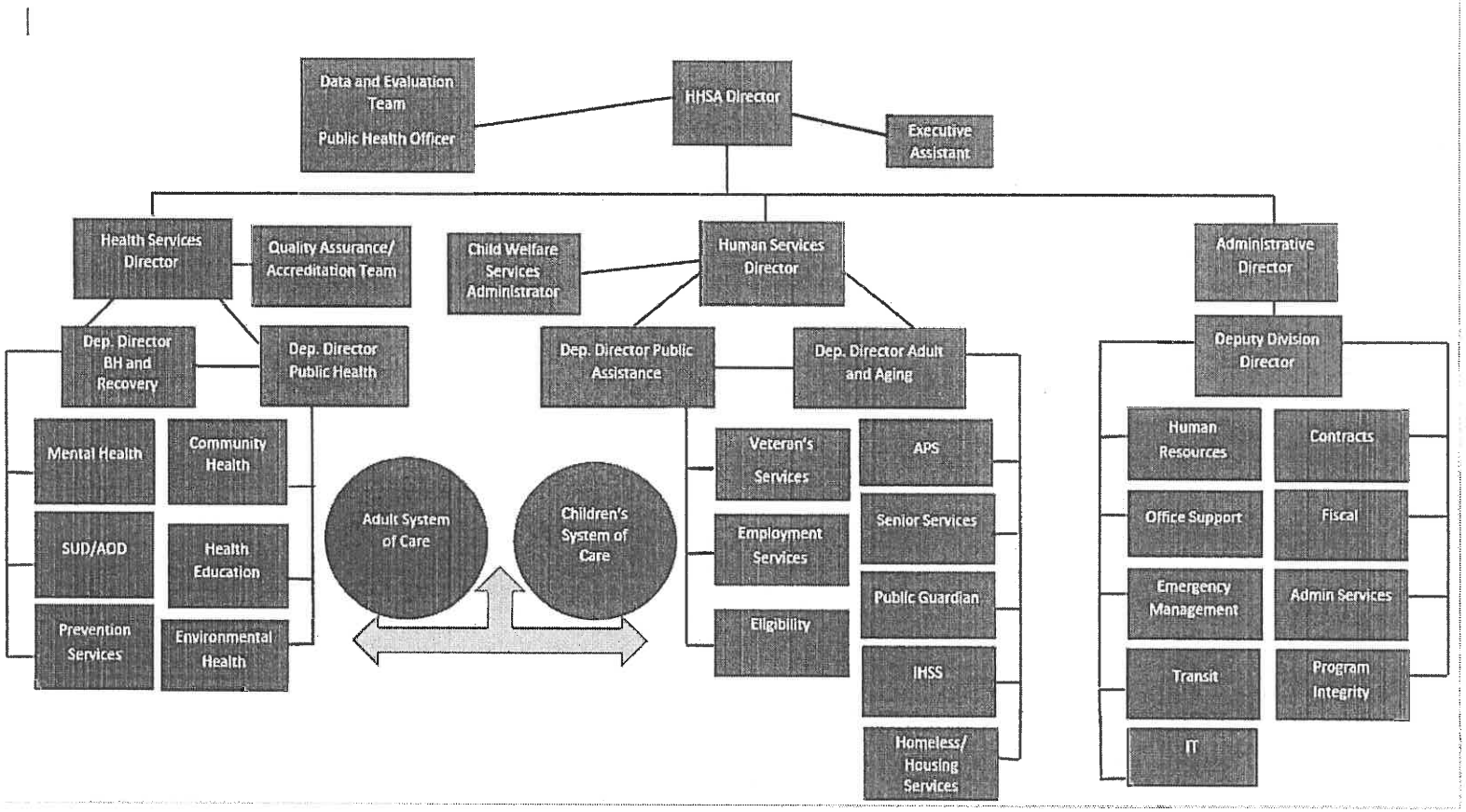

Data and Evaluation Team
Public Health Officer
HHSA Director
Executive Assistant
Health Services Director
Quality Assurance/ Accreditation Team
Child Welfare Services Administrator
Human Services Director
Administrative Director
Dep. Director BH and Recovery
Dep. Director Public Health
Dep. Director Public Assistance
Dep. Director Adult and Aging
Deputy Division Director
Mental Health
Community Health
SUD/AOD
Health Education
Prevention Services
Environmental Health
Adult System of Care
Children's System of Care
Veteran's Services
Employment Services
Eligibility
APS
Senior Services
Public Guardian
IHSS
Homeless/ Housing Services
Human Resources
Contracts
Office Support
Fiscal
Emergency Management
Admin Services
Transit
Program Integrity
IT

EXHIBIT D

COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD
GRANTEE DATA SHEET

Grantee's Full Name:	MARIPOSA COUNTY HEALTH & HUMAN SERVICES
Grantee's Address:	MARIPOSA COUNTY HEALTH & HUMAN SERVICES 5362 LEMEE LANE MARIPOSA, CA 95338
Grantee's Executive Director/CEO: (Name and Title)	Chevon Kothari Director, Health & Human Services Agency
Grantee's Phone Number:	(209) 966-3689
Grantee's Fax Number:	(209) 966-4929
Grantee's Email Address:	ckothari@mariposahsc.org
Grantee's Type of Entity: (List Nonprofit or Public)	County Department
Grantee's Tax Id# [EIN]:	925-0159-2

I declare that I am an authorized representative of the Grantee described in this Form. I further declare under penalty of perjury under the laws of the State of California that the information set forth in this Form is true and correct.

GRANTEE:

By: Chevon Kothari
Title: Director
Date: 4/26/19

Attachment: CMSP - ASOC Pilot Projcet #2019-261 Agmt. Wsignatures (RES-2021-542 : First Amendment - CMSP Adult Systems of Care Pilot

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-543

MEETING: September 28, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Decrease Allocation of One Program Specialist I/II/III Position from 100% to 50%

RECOMMENDATION AND JUSTIFICATION:
Decrease the Allocation of One Program Specialist I/II/III Position from 100% to 50% Permanent Part-Time Position in the Health and Human Services Agency, Public Health Branch, Effective Immediately.

The request to decrease the allocation is to adjust for increased salaries with the reclassification of the Program Assistants to the higher pay grade Program Specialists on October 1, 2019 through Resolution No. 2019-577, as well as increases due to salary and step increases over the previous five-year Tobacco grants budgets. These changes have resulted in the need to reduce the secondary Program Specialist within the Tobacco Grant from a 100% to 50% FTE so that payroll expenses do not exceed Tobacco Grants funding. This change will align Tobacco salary costs to the Tobacco grant funding allocation.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors approved the Full-Time allocation of the Program Specialist I/II/III position on October 1, 2019, through Resolution No. 2019-577.

Per current policy, the Board of Supervisors reviews all personnel additions or changes to allocated positions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board does not approve the decreased allocation, salary expenses will likely exceed the Tobacco grants budget, resulting in a negative impact to the general health budget that would pick up the deficit.

FINANCIAL IMPACT:
This reduction will result in salary savings that will benefit the Public Health Budget. Funding to support the full-time allocation had been included in the Health and Human Services Agency's 2021/2022 fiscal year budget. Decreasing the allocation will ensure there is no impact to the County General Fund.

REF ID# 12163

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-544

MEETING: September 28, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Mariposa Safe Families Prevention Contract

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Mariposa Safe Families to carry out substance abuse prevention activities in an amount not to exceed $104,093; and authorize the Board of Supervisors Chair to sign the Agreement.

On August 19, 2008, as approved by the Board per Resolution Number 08-394, the Agency sent out a letter of interest to all community partners who were potentially qualified to administer the Substance Abuse Prevention Programs. A committee was convened to review proposals, and it was decided that Mariposa Safe Families would provide these services. Mariposa Safe Families has provided excellent services at the high school and in the community, and Health and Human Services Agency staff recommend that the County enter into another Agreement with this organization for substance abuse prevention activities.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The current agreement was approved on January 26, 2021, by Resolution No. 2021-42.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The services of this agency would not be available to conduct alcohol and other drug prevention activities for Mariposa County youth and adults.

FINANCIAL IMPACT:
This Agreement is funded through Federal Substance Abuse Prevention and Treatment funds. This Agreement is budgeted in the Alcohol and Drug Budget 1001-403. There is no impact to the County General Fund.

ATTACHMENTS:
MSF FNL Agreement 2022 - Wcsignature (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

AGREEMENT FOR PREVENTION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Mariposa Safe Families ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on October 1, 2021 and terminate on September 30, 2022 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $104,093. Contractor's rates are listed in Exhibit B, "Cost Proposal." County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

Attachment: MSF FNL Agreement 2022 - Wcsignature (RES-2021-544 : Mariposa Safe Families Prevention Contract)

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Attachment: MSF FNL Agreement 2022 - Wcsignature (RES-2021-544 : Mariposa Safe Families Prevention Contract)

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

Attachment: MSF FNL Agreement 2022 - Wcsignature (RES-2021-544 : Mariposa Safe Families Prevention Contract)

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Mariposa Safe Families
P.O. Box 545
Mariposa, CA 95338

COUNTY:
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Fax: (209) 742-0996

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws

Attachment: MSF FNL Agreement 2022 - Wcsignature (RES-2021-544 : Mariposa Safe Families Prevention Contract)

related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

Attachment: MSF FNL Agreement 2022 - Wcsignature (RES-2021-544 : Mariposa Safe Families Prevention Contract)

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or

Attachment: MSF FNL Agreement 2022 - Wcsignature (RES-2021-544 : Mariposa Safe Families Prevention Contract)

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

Attachment: MSF FNL Agreement 2022 - Wcsignature (RES-2021-544 : Mariposa Safe Families Prevention Contract)

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

Marshall Long, Chair
Board of Supervisors

CONTRACTOR

Megan Atkinson, Executive Director
Mariposa Safe Families

COUNTERSIGNED:
(Government Code §25103)

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: MSF FNL Agreement 2022 - Wcsignature (RES-2021-544 : Mariposa Safe Families Prevention Contract)

Exhibit A
SCOPE OF WORK

Mariposa County Health and Human Services, through the Health division (MCH), will contract with Mariposa Safe Families (MSF) to implement Mariposa County Prevention Programs and the Friday Night Live and Club Live programs.

1. MSF shall provide services in accordance with the goals and objectives outlined in the Mariposa County Behavioral Health Strategic Prevention Plan (SPP). All activities claimed shall be as outlined in the SPP.

2. By May 31, 2022, MSF will work with the county designated prevention coordinator to review, update, and amend the Mariposa County SUD Strategic Prevention Planning Goals/Objectives. Revisions will be submitted in writing no later than May 31, 2022 to Mariposa County Behavioral Health and Recovery Services (MCH). These revisions will be incorporated into the ongoing version of the Mariposa County Strategic Prevention Plan (SPP) and submitted to the Department of Health Care Services (DHCS) for further review and approval. MSF agrees to continue to work with MCH and DHCS to review and amend the plan annually.

3. MSF shall submit a written evaluation of progress covering the period July 1, 2021 through June 30, 2022 by July 31, 2022. MSF will continue to use the California Healthy Kids Survey, the Youth Development Survey as evaluation tools and any additional tools or surveys deemed relevant.

4. MSF shall facilitate the development of an Advisory Youth Group with input from community partners, including Native American Youth.

5. MSF shall support the Advisory Youth Group in development of education campaign and messages in the community and at the middle school level. This Advisory Youth Group shall support identification of youth led projects in partnership with community partners.

6. MSF shall facilitate the Advisory Youth Group in developing afterschool activities for youth of middle and high school ages no less than twice weekly.

7. MSF will report out in the Mariposa Abuse Prevention Coalition, Community Corrections Partnership and Behavioral Health Board as well as continue working with existing community groups in a prevention network as outlined in the SPP.

8. MSF will meet with High School Administrators to develop a workplan with in the first quarter of this contract. This plan is to be submitted to MCH within the first quarter of this contract. This workplan shall identify gaps in staff knowledge, information, attitudes and practices that affect school climate. In addition, evidence-based strategies to improve school

Attachment: MSF FNL Agreement 2022 - Wcsignature (RES-2021-544 : Mariposa Safe Families Prevention Contract)

climate around substance use will be identified and implemented. These sessions shall be conducted no less than quarterly with school staff.

9. MSF shall conduct qualitative interviews, focus groups and surveys within the adult community of Mariposa County to assess changes in adults' attitudes toward underage drinking. MSF shall identify evidence-based interventions to assist in reducing the acceptance of underage drinking.

10. MSF will continue to facilitate Friday Night Live activities in accordance with the requirements of the California Friday Night Live Partnership guidelines for Friday Night Live Programs. Engaging in programing that meets the FNL Youth Development Standards of Practice, Operating Principles and Core Components.

11. MSF will meet the Member in Good Standing (MIGs) as determined by DHCS in conjunction with the California FNL Partnership. MSF will develop a monthly report of compliance or work toward compliance of the MIGs.

12. MSF will continue to facilitate Club Live activities in accordance with the requirements of the California Friday Night Live Partnership guidelines for Friday Night Live programs. All Friday Night Live and Club Live Programs will be fully implemented within the first quarter of this contract.

13. MSF agrees to provide input into Primary Prevention Substance Use Disorder Data Services (PPSDS) and monthly service data for each of these prevention programs (including activities conducted, numbers of youth seen, sign in sheets, correctly completed reporting forms, and other data as required by DHCS) to the MCH designated prevention coordinator for the purpose of verifying PPSDS data entry, no later than the 10th of the month for the previous month's data. (i.e. submit October report by November 10th). Any delays in providing monthly data may result in delay or withholding of payment by MCH.

14. MSF agrees to provide monthly narrative reports to MCH in accordance with Substance Abuse Prevention and Treatment (SAPT) and FNL contracts, no later than the 10th of the month.

15. MSF agrees to provide monthly fiscal reports/invoices to the MCH for the purpose of reimbursement, no later than the 10th of the month.

16. MSF agrees to meet with the prevention coordinator no less than 1 time monthly for contract monitoring and programmatic progress.

17. MSF will coordinate attendance at State or regional trainings with MCH. MSF shall be

Attachment: MSF FNL Agreement 2022 - Wcsignature (RES-2021-544 : Mariposa Safe Families Prevention Contract)

given any county-assigned free training slots.

SABG Requirements

MSF will provide and maintain the following items documenting compliance with SABG grant funding:

- MSF will demonstrate that they do not discriminate in service delivery or hiring processes.
- MSF will provide policy and procedures on the expenditure of SABG funds, including prohibition on expenditures for land, construction and permanent improvements to buildings; to not use SABG funds to satisfy requirements for the expenditure of nonfederal funds; to not provide financial assistance to any entity other than a public or nonprofit public entity; to not expend funds to provide hypodermic needles or syringes.
- MSF will develop policy and procedures ensuring access and reasonable accommodation for people with disabilities.
- MSF shall develop policy and procedures regarding confidentiality within the prevention programs.
- MSF agrees to train staff in the CLAS standards and implement the CLAS standards. MSF agrees to attend all cultural competence trainings provided by MCH annually.
- MSF shall arrange for language assistance, if needed, ensuring that minors are not utilized as interpreters.
- MSF shall implement the Mariposa County Behavioral Health Strategic Prevention Plan 2020-2025 across all populations identified in the plan and present in Mariposa County

Attachment: MSF FNL Agreement 2022 - Wcsignature (RES-2021-544 : Mariposa Safe Families Prevention Contract)

Exhibit B
COST PROPOSAL

Staff Salary – Executive Director (ED) (Attend Program Related Meetings; Tracking of staff use of time; Community relations; Fiscal Management of Program Expenses; Reporting and data entry into PPSDS; Oversight of SAPT related programs; Ensuring full compliance of scope of work, other)	20 hours per week X $30.50 = $610.00 per week October 01, 2021 to September 30, 2022 = $31,720.00
Staff Salary – Prevention Specialist (PS) (Organize, coordinate, and assist in program implementation; provide and/or arrange trainings; Prepare and present presentations to community members, school staff, and partners on substance abuse prevention; Collection of data, statistics, and other relevant information; Lead on the "After School Matters" program, other.)	25 hours per week X $22.00 = $660.00 per week October 01, 2021 to September 30, 2022 = $28,600.00
Staff Salary – Youth Coordinator (YC) (Recruitment of youth for FNL and the Youth Advisory Council (YAC); Community Relations for YAC; Conduct presentations to community groups or other agencies on YAC; Provide supervision to youth enrolled in youth programs; Attend trainings related to youth programs; Development of PSA's and other marketing)	18 hours per week X $16.00 = $288.00 per week October 01, 2021 to September 30, 2022 = $14,976.00
Payroll Expenses/Fringe Benefits (workman's compensation, liability insurance, other)	$1,200.00
Friday Night Live/Club Live (specific)	$6,000.00
Office Expenses – Rent (office space rent; storage unit rent)	$7,800.00
Office Expenses – Utilities (PG&E; Telephone; Internet; Propane)	$3,600.00
Program Expenses and Supplies (program related expenses to include but not be limited to: mileage and travel; craft supplies; games; outdoor activity supplies; training costs, guest speakers; food supplies, other)	$9,197.00
Office Expenses and Supplies (paper, ink, copier/printer fees for SAPT related reporting, advertisement, and marketing; Quickbooks costs and fees; video maker, other)	$1,000.00
TOTAL:	**$104,093.00**

Attachment: MSF FNL Agreement 2022 - Wcsignature (RES-2021-544 : Mariposa Safe Families Prevention Contract)

The above budget is for the continued oversight of the Club Live/Friday Night Live Programs by MSF for the following Mariposa County schools:

- Woodland Elementary School
- Mariposa Elementary School
- Sierra Foothill Charter School
- Mariposa County High School

MSF will have a Club Live/Friday Night Live liaison for the following North County School

- Lake Don Pedro Elementary
- Greeley Hill Elementary

Attachment: MSF FNL Agreement 2022 - Wcsignature (RES-2021-544 : Mariposa Safe Families Prevention Contract)

MARIPOSA COUNTY

HHS/Public Health · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-545

MEETING: September 28, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Patagonia Health Agreement for Electronic Health Record System

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RECOMMENDATION AND JUSTIFICATION:
Approve a Three-Year Agreement with Patagonia Health, Inc. for an Electronic Health Record (EHR) System in a total Amount Not to Exceed $42,213.64; and Authorize the Director of Health and Human Services Agency (HHSA) to Sign the Agreement.

Patagonia Health is a healthcare supplier of a modern cloud and apps-based EHR software serving Public Health Departments, Federally Qualified Health Centers (FQHC), and Community Health Centers (CHC), as well as Behavioral Health agencies and private practices. The product is a federally certified, complete EHR Practice Management and billing software.

Obtaining the EHR has propelled the Health Services division within HHSA towards completing the Public Health Accreditation process. The Patagonia Health Inc. EHR is a "Meaningful Use" certified System. Meaningful Use is the use of certified EHR technology in a meaningful manner (for example electronic prescribing); ensuring that the certified EHR technology is connected in a manner that provides for the electronic exchange of health information to improve the quality of care; and on using certified EHR technology the provider may submit to information on quality of care to the Secretary of Health & Human Services. The concept of meaningful use rests on the '5 pillars' of health outcomes policy priorities, namely:

-Improving quality, safety, efficiency, and reducing health disparities
-Engage patients and families in their health
-Improve care coordination
-Improve population and public health
-Ensure adequate privacy and security protection for personal health information

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board approved the most recent five-year agreement with Patagonia Health on October 18, 2016 through Resolution No. 2016-550.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A decision to not approve the agreement could hinder health services billing and could result in HHSA not receiving the eligible provider incentive, which can be up to

$20,000. HHSA could also be fined 1% of our Medi-Cal billing.

FINANCIAL IMPACT:
Funding for costs is allocated in Health and Human Services Agency Health Division budgets. This does not impact the General Fund.

ATTACHMENTS:
Patagonia Health Agreement 2024 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

PatagoniaHealth

http://www.patagoniahealth.com

Renewal Sales Agreement 2021

County of Mariposa - Mariposa, CA
Executed Date:
Term of Renewed Contract: 3 years
Contact: Kristina Allen, Deputy Director of Public Health
209-966-6694
Patagonia Health Account Manager: Karen Khoury, Karen@PatagoniaHealth.com
919-200-6011

Purpose: To renew Patagonia Health EHR Subscription Services for an additional term.

Original Agreement dated October 18, 2016

- 5 year term, expires 10/18/2021
- Auto-renews for 1 year periods at a 4% per year increase.

Renewed Subscription includes:

- 15 Users/2 Providers
- Immunization Inventory and Barcode Scanning Software
- Communicator App
- e-Consent Forms
- Pharmacy App
- Quest Lab Interface - Results only
- Interface to Health Futures State Immunization Registry
- Interface to Cal-REDIE
- Two-Factor Authentication Security
- MU Compliant Patient Portal Secure Messaging Application
- Built-in Video Tutorial Library, Knowledge Base, and Live Webinars
- Continued Unlimited Award Winning Customer Support in North Carolina

Attachment: Patagonia Health Agreement 2024 (RES-2021-545 : Patagonia Health Agreement for Electronic Health Record System)

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15100 Weston Parkway, Suite 204, Cary, NC 27513 | 919.238.4780 | Email: info@patagoniahealth.com

PatagoniaHealth

http://www.patagoniahealth.com

Renewal Term:

3 Year Renewal

- This renewal will replace the current term:
  - i. Start date 10/18/2021
  - ii. End date 10/18/2024

Renewal Form Summary:

Current monthly subscription rate *(at renewal date - 10/18/21)*	$1,186.23 / month
5% Renewal Loyalty Discount	($ 59.31) / month
New current monthly subscription rate*	$1,126.92 / month

Total Cost of Ownership over the 3 year renewal, *excluding any additional applications or services added, including the standard contract anniversary increases:

Year 1	Year 2	Year 3
$ 13,523.08	$ 14,064.00	$ 14,626.56

Terms:

- All other areas of the current Sales Agreement, Business Associate Agreement, and Order Form remain unchanged, including Payment Schedule, Terms and Conditions, including an annual increase by 4% or CPI, whichever is greater.
- This contract will automatically renew for an additional three (3) years unless the customer notifies Patagonia Health in writing by July 28,2024 of their desire to either terminate the contract or discuss new terms.
- New Subscription to begin with the October 2021 invoice.
- Invoiced Annually.

Attachment: Patagonia Health Agreement 2024 (RES-2021-545 : Patagonia Health Agreement for Electronic Health Record System)

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http://www.patagoniahealth.com

Acceptance of Terms:

COUNTY OF MARIPOSA	**Patagonia Health, Inc.**
Signature: _____	Signature: _____
Name: Shannon Gadd	Name: Amos Slaymaker
Title: DIrector, Health & Human Services Agency	Title: VP of Sales and Marketing
Phone: (209) 966-2000	Phone: (919) 439-0964
Email: sgadd@mariposacounty.org	Email: amos@patagoniahealth.com
Date:	Date:

INVOICING: Please send invoices to:

Contact Name: Sondra Meek
Email Address: smeek@mariposacounty.org
Phone number: (209) 966-2000

Patagonia Health appreciates your business and looks forward to our mutual ongoing partnership.

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15100 Weston Parkway, Suite 204, Cary, NC 27513 | 919.238.4780 | Email: info@patagoniahealth.com

Attachment: Patagonia Health Agreement 2024 (RES-2021-545 : Patagonia Health Agreement for Electronic Health Record System)

PatagoniaHealth

http://www.patagoniahealth.com

Recommended Add-ons are not included in the agreement pricing. Demos can be arranged and separate sales agreements will be sent should the County of Mariposa decide to purchase additional functionality.

Telehealth App: (Link to Video and Information)

This HIPAA compliant App is built into our EHR ensuring seamless workflow. It is integrated with our Communicator App (patient appointment reminder system, sold separately) which simplifies communication with patients. Pricing is per hour per participant. Example: Two (2) participants (provider + patient) on a video call for 1 hour = 2 video hours.

★ **Monthly subscription cost $36.00 per bundle (176 hours)**

Electronic Fax App: (Link to Information)

The electronic fax (eFax) option allows the user to receive and send a fax directly from within the Patagonia Health Electronic Health Records (EHR) software through a secure web portal, which can be easily filed into a patient's EHR chart without printing or scanning.

★ **Monthly subscription cost $84.00 per line.**

ID Scanner App: (Link to Video and Information)

This easy-to-use, patient ID scanner feature allows your registration staff to easily scan a patient's identification or insurance card which auto-populates the corresponding fields in the Electronic Health Record (EHR). This built-in optional functionality streamlines the check-in process saving staff time, reducing errors while patients get in and out more quickly.

★ **Monthly subscription cost $72.00 for 1 scanner.**

Contactless Patient Experience: (Link to Video)

This Solution collects patient information for clinical visits and integrates the data into our EHR seamlessly. CPx includes a federally certified two-way Patient Portal in the base offering of the product.

Patients will be able to self schedule appointments, complete consent forms, receive reminders, check-in remotely, review history and results, upload documents, demographic information, and make payments from any device safely and securely.

★ **Monthly subscription cost of $120.00.**

Direct Messaging:

- Direct Messaging connects clinicians, hospitals, and other healthcare professionals with secure, HIPAA-compliant exchange of protected health information to improve transitions of care, care coordination, and achieve Meaningful Use/Promoting Interoperability without ever leaving the EHR.

★ **Monthly subscription cost of $18.00 per user.**

Confidential. Copyright© 2021 Patagonia Health, Inc.
15100 Weston Parkway, Suite 204, Cary, NC 27513 | 919.238.4780 | Email: info@patagoniahealth.com

Attachment: Patagonia Health Agreement 2024 (RES-2021-545 : Patagonia Health Agreement for Electronic Health Record System)

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: September 28, 2021

TO: The Board of Supervisors

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

RE: Notification of the Absence of Members of the Water Agency Advisory Board

---

RECOMMENDATION AND JUSTIFICATION:
Receive Notification, pursuant to the Water Agency Advisory Board (WAAB) Bylaws, of the Absence of WAAB Members from three or more consecutive meetings.

Under Paragraph 5 of the WAAB Bylaws:

Absence from Meeting. If a member of the Advisory Board is absent without cause from three successive regular meetings of the Advisory Board, the office becomes vacant automatically. The Advisory Board shall immediately notify the Board of Supervisors of the vacancy.

This item, then, is informational only to fulfill that Bylaw requirement to advise the Board of Supervisors of the absences of the WAAB members representing Districts II and IV from three or more consecutive meetings, the automatic vacancies triggered by those absences, and the need for their replacement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

WAAB Bylaws were first approved on September 20, 1977 by Mariposa County Water Agency Resolution No. 23. While the Bylaws have undergone some minor changes through the years, however, the above provision has remained constant in all versions.

The WAAB was created under the authority of Section 7(b) of the Mariposa County Water Agency Act (Chapter 2036 of the Statutes of 1959) as amended by Assembly Bill No. 173 in the 1977 session of the Legislature, which provided for the creation of an Advisory Board to better fulfill the purposes of the County Water Agency Act.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and there could be occasions when the WAAB could not meet due to a lack of a quorum.

ATTACHMENTS:
Resolution No. 23 Creation of Agency(PDF)

Agenda Item - No Resolution Requested 2021-85

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

at 1:30 p.m., on motion of Clark, seconded by Owings.

On motion of Clark, seconded by Owings, the County Water Agency adjourned to meet again in regular session, Tuesday, Sept. 20, 1977 at 1:30 p.m.

FRANK L. LONG, Chairman
Board of Directors

ATTEST:

ELLEN BRONSON, County Clerk &
ex officio Clerk of the Board of Directors

MARIPOSA COUNTY WATER AGENCY

September 20, 1977

The Board of Directors of the Water Agency met this 13th day of September, 1977, with Directors Clark, Dalton, Long and Owings present. Director Walton excused due to illness.

The minutes of Nov. 15, 1976, Sept. 6, 1977 and Sept. 13, 1977 were approved as mailed.

On motion of Clark, seconded by Owings, Res. 23 was passed and adopted, implementing Section 7(b) of Mariposa County Water Agency Act - Creation of Advisory Board.

RESOLUTION NO. 23

A RESOLUTION IMPLEMENTING SECTION 7(b)
OF THE MARIPOSA COUNTY WATER AGENCY ACT
(CHAPTER 2036 OF THE STATUES OF 1959) AS AMENDED
BY ASSEMBLY BILL NO. 173 IN THE 1977 SESSION OF THE LEGISLATURE

RESOLVED by the Board of Directors of the Mariposa County Water Agency, that

WHEREAS, Section 7(b) of the Mariposa County Water Agency Act (Chapter 2036 of the Statutes of 1959) as amended by Assembly Bill No. 173 in the 1977 session of the Legislature provides for the creation of an advisory Board to better fulfill the purposes of the County Water Agency Act; and

WHEREAS, the title, number of members, and powers and duties of said advisory body are to be prescribed by the Board of Directors of the Mariposa County Water Agency.

NOW, THEREFORE, BE IT RESOLVED that the Mariposa County Water Agency Advisory Board is hereby created subject to the following terms, rules, and procedures:

Attachment: Resolution No. 23 Creation of Agency (2021-85 : Notification of the Absence of Members of the Water Agency Advisory Board)

1. Creation of Advisory Board

A County Water Agency Advisory Board is established. The Advisory Board shall be titled "the County Water Agency Advisory Board" shall consist of five (5) members appointed by the Board of Supervisors of the County of Mariposa; each Supervisor shall have the power of appointment of a duly qualified elector of the Supervisorial District represented by each Supervisors.

2. Term of Office

The members of the Advisory Board shall serve the following terms: One member shall be appointed for a term of one (1) year; two members shall be appointed for a term of two (2) years; two members shal be appointed for a term of three (3) years. Following the expiration of the intial appointments, the term of office of each member is three (3) years. Each member serves until his successor is appointed or qualified

3. Removal or Vacancy

A member of the Advisory Board may be removed by a majority vote of the Board of Supervisors. A vacancy is filled in the same manner as the as the original appointment. A person appointed to fill a vacancy serves for the remainder of the unexpired term.

4. Qualifications

Each member of the Advisory Board shall be a qualified elector of the County.

5. Absence from Meeting

If a member of the Advisory Board is absent without cause from three successive regular meetings of the Advisory Board, the office becomes vacant automatically. The Advisory Board shall immediately notify the Board of Supervisors of the vacancy.

A member is not absent without cause if his absence is (1) due to illness or (2) unavoidable and the member either prior to, or within 48 hours after the meeting gives the secretary of the Advisory Board written notice that he will be absent and giving the reason for the absence.

6. Meetings

a. Regular Meeting Place

The regular meeting place of the Advisory Board shall be at the Board of Supervisors meeting room, Courthouse, Mariposa, Californ

b. Regular Meetings.

Meetings of the Advisory Board furing the year shall be held on the call of the Chairman of the County Water Agency.

Attachment: Resolution No. 23 Creation of Agency (2021-85 : Notification of the Absence of Members of the Water Agency Advisory Board)

c. Adjc .ned Meetings; Special .ee. .gs

Adjourned meetings and special meetings shall be held in accordance with the Ralph M. Brown Act, Government Code Sections 54950-54961.

7. Compensation

Members of the Advisory Board shall not be entitled to receive compensation, but may be paid actual, reasonable, and necessary travel and other expenses incurred by them in attending meetings or while engaged in official business of the Advisory Board.

8. Appointment of Chairman, Vice Chairman, and Secretary

The Advisory Board shall elect a Chairman and Vice Chairman from among its members. The Chairman and Vice Chairman serve for a term of one (1) year and until the successor of each is appointed and qualified. The Water Agency Board of Directors shall appoint a secretary who need not be a member of the Advisory Board.

9. Duties and Powers of the Advisory Board

In addition to the duties, rights, and powers imposed by the Mariposa County Water Act, the Advisory Board shall perform the duties and has the rights, powers, and privileges provided by ordinance or resolution of the Board of Supervisors and by direction and resolution of the Board of Directors of the County Water Agency.

10. Quorum

Three (3) members of the Advisory Board constitutes a quorum for the transaction of business.

11. Duties of Officers of the Advisory Board

a. Chairman

The Chairman shall preside at all meetings of the Advisory Board, and shall appoint all committees and shall perform all the duties necessary or incidental to the office.

b. Vice Chairman

The Vice Chairman is Chairman in the absence or inability of the Chairman to act.

c. Secretary

The Secretary shall keep minutes of each meeting and shall record each hearing and official action. On all official actions upon which a vote is taken, the Secretary shall take the vote by roll call vote in alphabetical order with the Chairman voting last. The Secretary shall examine incoming mail for proper referral and answer correspondence for the Advisory Board. The

Attachment: Resolution No. 23 Creation of Agency (2021-85 : Notification of the Absence of Members of the Water Agency Advisory Board)

Secretary shall maintain records of operations and shall perform such other duties as the Advisory Board may assign.

PASSED AND ADOPTED by the Board of Directors of the Mariposa County Water Agency this 20th day of September, 1977, by the following vote:

AYES: Clark, Dalton, Owings, Long

NOES: None

NOT VOTING: None

ABSENT Walton

s/ FRANK L. LONG
FRANK L. LONG, Chairman

On motion of Owings, seconded by Dalton, the Agency adjourned to meet as the Board of Supervisors at 2:12 p.m., and reconvened in regular session of the agency at 4:12 p.m.

Letter from the Long Range Water Study Committee regarding recommendations for procedures to be used concerning loans and/or grants, under Section 7(b), was read.

On motion of Owings, seconded by Clark, Reno Ferrero, Dist. 1 and Bill Kennedy, Dist. 5,are appointed to the Advisory Committee. Financial Disclosures to be filed by all appointees and terms to be assigned after all appointments are made.

Mariposa County Water Agency adjourned at 4:35 p.m. to meet again in regular session, Tuesday, September 27, 1977, at 1:30 p.m.

FRANK L. LONG, Chairman
Board of Directors

ATTEST:

ELLEN BRONSON, County Clerk and
ex officio Clerk of the Board of Directors

Attachment: Resolution No. 23 Creation of Agency (2021-85 : Notification of the Absence of Members of the Water Agency Advisory Board)

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2021-546

MEETING: September 28, 2021

TO: The Board of Supervisors

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

RE: Declare the Mariposa Yosemite Hot Rod and Custom Car Show Parade as County Sponsored Event

---

RECOMMENDATION AND JUSTIFICATION:
Declare the Mariposa Yosemite Hot Rod and Custom Car Show Friday Night Cruise on October 15, 2021 as a County Sponsored Event; and Waive the Encroachment Permit Fees.

This event will take place Friday October 15 & 16 2021 with the Car Show being held at the Fairgrounds on October 16th. The extent of the County Sponsored Event for the County liability insurance is limited to the Friday, October 15th "Cruise Night" event which is scheduled between the hours of 5:00 to 7:00 pm and will run through downtown Mariposa on Highway 140.

The applicant, the Mariposa Chamber of Commerce, states that this is a free family oriented event which will not have alcohol served.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This is an annual event that the Board has approved in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the fee for the encroachment permit may cause a hardship on the sponsor of the event.

ATTACHMENTS:
Letter to Board 2021 (PDF)
Encroachment Permit 2021 (PDF)
Caltrans Encroachment Permit Car Show 2021 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

REF ID# 12097

MARIPOSA
COUNTY CHAMBER OF COMMERCE

5158 Hwy 140 | PO Box 425 | Mariposa, CA, 95338 | 209 966 2456 | mariposachamber.org

July 13, 2021

Mariposa County Board of Supervisors
PO Box 784
Mariposa CA 95338

To Whom it May Concern

The Mariposa County Chamber of Commerce would like to formally request the approval of the Mariposa County Department of Public Works to allow the Mariposa Yosemite Hot Rod & Custom Car Show with Cruise Night to take place. The proposed dates are October 15th & 16th, 2021.

Cruise Night will be on October 15th from 5:00 PM to 7:00 PM and will be held on "Main Street"; specifically Mariposa/Hwy 140 from Highway 49 South to Highway 49 North.

The Car show will be held at the Fairgrounds on the day of October 16th, 2021 - open to the public from 9am to 3pm. Judging and awards will take place at 2pm.

We are quite excited to bring another major event back, post-pandemic, and we look forward to growing this event and others in the future.

Sincerely,

Gabriel Edwards
Chair, Mariposa County Chamber of Commerce Board of Directors

Attachment: Letter to Board 2021 (RES-2021-546 : Declare the Mariposa Yosemite Hot Rod and Custom Car Show Parade as County Sponsored

MARIPOSA COUNTY PUBLIC WORKS
APPLICATION FOR ENCROACHMENT PERMIT

TO: PUBLIC WORKS DEPT
4639 BEN HUR ROAD
MARIPOSA, CA 95338

DATE: JULY 14, 2021

BUILDING PERMIT: N/A
(If applicable)

APPLICANT: MARIPOSA-YOSEMITE HOT ROD & CUSTOM CAR SHOW W/ CRUISE NITE - 2021

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT, AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON HIGHWAY 140, TOWN OF MARIPOSA ROAD AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK: (PLEASE FILL IN ALL BLANKS THAT APPLY)

1. ____DRIVEWAY
____ROAD CROSSING
____WATER PIPE, CULVERT, ETC.
____LDA ROAD

2. ____NEW BUILDING/HOME
3. ____REMODEL EXISTING
4. ____NEW MAILBOX
5. _X_OTHER (EXPLAIN BELOW)

3. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ECT.

HIGHWAY 140, TOWN OF MARIPOSA

4. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE, SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.

SEE ATTACHED MAP

5. ASSESSOR'S PARCEL NUMBER: _____-_____-_____
6. ADDRESS OF PARCEL: STATE OF CALIFORNIA RIGHT OF WAY, LOCAL ROADS

APPLICANT IS REQUIRED TO STAKE THE ENCROACHMENT. YOU MAY IDENTIFY THE LOCATION WITH SURVEY STAKES OR OTHER METHODS. PLEASE CALL OR EMAIL IF YOU HAVE ANY QUESTIONS.

NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND THE $150 FEE * HAS BEEN COLLECTED. WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NUMBER: 5398
(Issued Once Fee * is Paid)
DATE ISSUED: 8/17/2021
* The fee may be paid by check
Made payable to: County of Mariposa
Or you may call (209) 966-5356 with
Credit Card Information

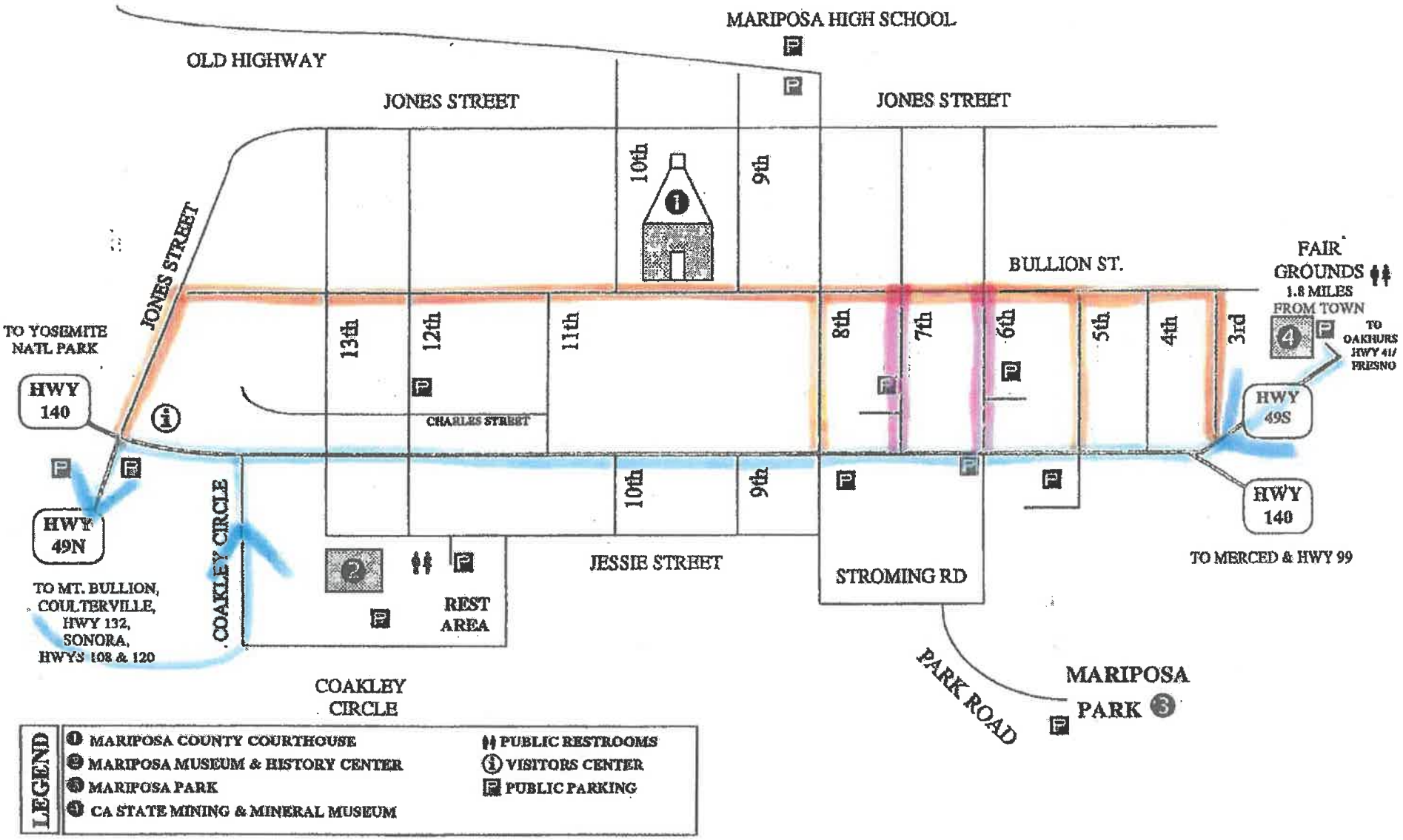
** If Applicant is not the Owner, then include an authorization letter from Owner

MARIPOSA COUNTY CHAMBER OF COMMERCE
OWNER'S NAME (Please Print)
KARI KISELA
SIGNATURE OF OWNER/APPLICANT **
KARI KISELA
OWNER'S MAILING ADDRESS
MARIPOSA, 95338
CITY ZIP

(209) 966-2456 KARI@MARIPOSACHAMBER.ORG
PHONE NUMBER EMAIL ADDRESS

Attachment: Encroachment Permit 2021 (RES-2021-546 : Declare the Mariposa Yosemite Hot Rod and Custom Car Show Parade as County

DOWNTOWN MARIPOSA



STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV. 03/2015)

Please type or print clearly your answers. Complete ALL fields, write "N/A" if not applicable.

This application is not complete until all requirements have been approved.

Permission is requested to encroach on the State Highway right-of-way as follows:

FOR CALTRANS USE
PERMIT NO.
DIST/CO/RTE/PM
SIMPLEX STAMP
DATE OF SIMPLEX STAMP

1. COUNTY	2. ROUTE	3. POSTMILE
Mariposa	HWY 140	21.20 - 22.07

4. ADDRESS OR STREET NAME	5. CITY
HWY 140	Mariposa

6. CROSS STREET (Distance and direction from project site)	7. PORTION OF RIGHT-OF-WAY
3rd Street & Jones Street	Roadway, sidewalk, shoulder

8. WORK TO BE PERFORMED BY	9. ESTIMATED START DATE	10. ESTIMATED COMPLETION DATE
☑ OWN FORCES ☐ CONTRACTOR	10/15/2021	10/16/2021

11. EXCAVATION	MAX. DEPTH	AVG. DEPTH	AVG. WIDTH	LENGTH	SURFACE TYPE
	N/A	N/A	N/A	N/A	N/A

12. ESTIMATED COST WITHIN STATE HIGHWAY RIGHT-OF-WAY

FUNDING SOURCE(S) ☐ FEDERAL ☐ STATE ☐ LOCAL ☑ PRIVATE

13. PIPES	PRODUCT TYPE	DIAMETER	VOLTAGE / PSIG	14. CALTRANS' PROJECT CODE (ID)
	N/A	N/A	N/A	N/A

15. ☐ Double Permit **Parent Permit Number** NA

Applicant's Reference Number / Utility Work Order Number

16. **Have your plans been reviewed by another Caltrans branch?** ☑ NO ☐ YES (If "YES") **Who?**

17. **Completely describe work to be done within STATE Highway right-of-way:**

Attach 6 complete sets of plans (folded to 8.5" x 11") and any applicable specifications, calculations, maps, etc.

The Mariposa Chamber of Commerce will be holding its annual Mariposa-Yosemite Hot Rod & Custom Car Cruise Night on October 15, 2021. Highway 140 will need to be closed between Jones Street and 3rd Street. Closure will start at 5:00pm and will be open no later than 7:00pm. Detour for both EB and WB directions will be via State Highway 49 and 3rd Street to Bullion Street to Jones Street, and back onto Highway 140.

18. **Is a City, County or other public agency involved in the approval of this project?**

☐ YES **(If "YES", check type of project AND attach environmental documentation and conditions of approval)**

☐ COMMERCIAL DEVELOPMENT ☐ BUILDING ☐ GRADING ☐ OTHER

☐ CATEGORICALLY EXEMPT ☐ NEGATIVE DECLARATION ☐ ENVIRONMENTAL IMPACT REPORT ☐ OTHER

☑ NO **(If "NO", please check the category below which best describes the project AND answer questions A - K on page 2)**

☐ DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION, MAINTENANCE OR RESURFACING
☐ PUBLIC UTILITY MODIFICATIONS, EXTENSIONS, HOOKUPS
☐ FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS
☑ OTHER Parade with vehicles
☐ FENCE
☐ MAILBOX
☐ EROSION CONTROL
☐ LANDSCAPING

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Attachment: Caltrans Encroachment Permit Car Show 2021 (RES-2021-546 : Declare the Mariposa Yosemite Hot Rod and Custom Car Show

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV. 03/2015)

PERMIT NO.

The following questions must be completed when a City, County or other public agency IS NOT involved in the approval of this project.

Your answers to these questions will assist Departmental staff in identifying any physical, biological, social or economic resources that may be affected by your proposed project within State Highway right-of-way and to determine which type of environmental studies may be required to approve your application for an encroachment permit.

It is the applicant's responsibility for the production of all required environmental documentation and supporting studies and in some cases this may be costly and time consuming. If possible, attach photographs of the location of the proposed project. Please answer these questions to the best of your ability. Provide a description of any "YES" answers (type, name, number, etc.)

A. Will any existing vegetation and/or landscaping within State Highway right-of-way be disturbed?
No

B. Are there waterways (e.g. river, creek, pond, natural pool or dry streambed) adjacent to or within the limits of the project or State Highway right-of-way?
No

C. Is the proposed project located within five miles of the coast line?
No

D. Will the proposed project generate construction noise levels greater than 86 dBA (e.g. jack-hammering, pile driving)?
No

E. Will the proposed project incorporate land from a public park, recreation area or wildlife refuge open to the public?
No

F. Are there any recreational trails or paths within the limits of the proposed project or State Highway right-of-way?
No

G. Will the proposed project impact any structures, buildings, rail lines or bridges within State Highway right-of-way?
No

H. Will the proposed project impact access to any businesses or residences?
No

I. Will the proposed project impact any existing public utilities or public services?
No

J. Will the proposed project impact existing pedestrian facilities, such as sidewalks, crosswalks or overcrossings?
No

K. Will new lighting be constructed within or adjacent to State Highway right-of-way?
No

19. Will this project cause a substantial change in the significance of a historical resource (45 years or older), or cultural resource? ☐ YES ☑ NO
(If "YES", provide a description)

20. Is this project on an existing State Highway or street where the activity involves removal of a scenic resource including a significant tree or stand of trees, a rock outcropping or a historic building? ☐ YES ☑ NO (If "YES", provide a description)

21. Is work being done on the applicant's property? ☐ YES ☑ NO (If "YES", attach 6 complete sets of site and grading plans.)

22. Will the proposed project require the disturbance of soil? ☐ YES ☑ NO

If "YES", estimate the area within State Highway right-of-way in square feet AND acres: _____ (ft^2) AND _____ (acres)

estimate the area outside of State Highway right-of-way in square feet AND acres: _____ (ft^2) AND _____ (acres)

23. Will the proposed project require dewatering? ☐ YES ☑ NO

If "YES", estimate total gallons AND gallons/month. _____ (gallons) AND _____ (gallons/month)

SOURCE*: ☐ STORM WATER ☐ NON-STORM WATER

(*See Caltrans SWMP for definitions of non-storm water discharge: http://www.dot.ca.gov/hq/env/stormwater/index.htm)

24. How will any storm water or ground water be disposed of from within or near the limits of the proposed project?

☐ Storm Drain System ☐ Combined Sewer / Storm System ☐ Storm Water Retention Basin

☑ Other (explain): NA

Attachment: Caltrans Encroachment Permit Car Show 2021 (RES-2021-546 : Declare the Mariposa Yosemite Hot Rod and Custom Car Show

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV. 03/2015)

PERMIT NO.

PLEASE READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.

The applicant, understands and herein agrees that an encroachment permit can be denied, and/or a bond required for non-payment of prior or present encroachment permit fees. Encroachment Permit fees may still be due when an application is withdrawn or denied, and that a denial may be appealed, in accordance with the California Streets and Highways Code, Section 671.5. All work shall be done in accordance with the California Department of Transportation's (Department) rules and regulations subject to inspection and approval.

The applicant, understands and herein agrees to the general provisions, special provisions and conditions of the encroachment permit, and to indemnify and hold harmless the State, its officers, directors, agents, employees and each of them (Indemnitees) from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, judgments, losses and liabilities of every kind and nature whatsoever (Claims) arising out of or in connection with the issuance and/or use of this encroachment permit and the placement and subsequent operation and maintenance of said encroachment for: 1) bodily injury and/or death to persons including but not limited to the Applicant, the State and its officers, directors, agents and employees, the Indemnities, and the public; and 2) damage to property of anyone. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of Indemnities. The Applicant, however, shall not be obligated to indemnify Indemnities for Claims arising from the sole negligence and willful misconduct of State, its officers, directors, agents or employees.

An encroachment permit is not a property right and does not transfer with the property to a new owner.

COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA) OF 1990: All work within State Highway right-of-way shall be conducted in compliance with all applicable Federal, State and Local Access laws, regulations and guidelines including but not limited to the Americans with Disabilities Act Accessibility Guidelines (ADAAG), the Public Rights-of-Way Guidelines (PROWG), the Department's current Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects", the Department's Encroachment Permits Manual and encroachment permit.

DISCHARGES OF STORM WATER AND NON-STORM WATER: All work within State Highway right-of-way shall be conducted in compliance with all applicable requirements of the National Pollutant Discharge Elimination System (NPDES) permit issued to the Department, to govern the discharge of storm water and non-storm water from its properties. Work shall also be in compliance with all other applicable Federal, State and Local laws and regulations, and with the Department's Encroachment Permits Manual and encroachment permit. Compliance with the Department's NPDES permit requires amongst other things, the preparation and submission of a Storm Water Pollution Protection Plan (SWPPP), or a Water Pollution Control Program (WPCP), and the approval of same by the appropriate reviewing authority prior to the start of any work. Information on the requirements may also be reviewed on the Department's Construction Website at:

http://www.dot.ca.gov/hq/construc/stormwater

25. NAME OF APPLICANT OR ORGANIZATION
Mariposa County Public Works Department

ADDRESS OF APPLICANT OR ORGANIZATION WHERE PERMIT IS TO BE MAILED (Include City and Zip Code)
4639 Ben Hur Rd. Mariposa, CA 95338

E-MAIL ADDRESS	PHONE NUMBER	FAX NUMBER
gbrown@mariposacounty.org	(209) 966-5356	(209) 966-2828

26. NAME OF AUTHORIZED AGENT / ENGINEER (A "Letter of authorization" is required if different from #25)
Shannon Hansen

IS A LETTER OF AUTHORIZATION ATTACHED? ☐ YES ☑ NO

ADDRESS OF AUTHORIZED AGENT / ENGINEER (Include City and Zip Code)
4639 Ben Hur Rd. Mariposa, CA 95338

E-MAIL ADDRESS	PHONE NUMBER	FAX NUMBER
shansen@mariposacounty.org	(209) 966-5356	(209) 966-2828

27. NAME OF BILLING CONTACT (Same as #25 ☑ Same as #26 ☐)

BILLING ADDRESS WHERE INVOICE(S) IS/ARE TO BE MAILED (Include City and Zip Code)

E-MAIL ADDRESS	PHONE NUMBER	FAX NUMBER

28. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT	29. PRINT OR TYPE NAME	30. TITLE	31. DATE
	Shannon Hansen	Interim Director	8-6-21

Attachment: Caltrans Encroachment Permit Car Show 2021 (RES-2021-546 : Declare the Mariposa Yosemite Hot Rod and Custom Car Show

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-547

MEETING: September 28, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: First Amendment to Services with Permitium, LLC

RECOMMENDATION AND JUSTIFICATION:
Approve the First Amendment to the Statement of Work Agreement with Permitium, LLC Inc. for the purpose of maintaining the digital application process of the Sheriff's Office Concealed Carry Weapons (CCW) Permit Program; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The Amendment to the Statement of Work will add the additional services of other Fingerprint Applications to the original agreement.

Permitium, LLC, is a well known business that provides secure twenty-four hour online access for CCW clients to apply for, renew and modify their Mariposa County Sheriff's Office CCW permits, as well as make appointments and track the status of their application. In addition to the Mariposa County Sheriff's Office, Permitium, LLC, is used by several law enforcement agencies to help manage their CCW programs. We currently contract with Permitium for this service.

The program is provided at no cost to Mariposa County. However, Permitium, LLC, will charge customers a convenience fee of $4.00 per transaction, plus 2.9% if customers choose to pay for the online service via credit and/or debit card.
Permit funds will be collected by Permitium, LLC and distributed to Mariposa County Sheriff's Office monthly. Permit holders will continue to be able pay with cash or check directly to the Sheriff's Office if they do not wish to participate in the online service program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has supported a prior FY agreement with Permitium when the Sheriff employed their program services for a web-based ccw platform.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board does not support this First Amendment it will limit the services that Permitium will provide and require a secondary vender to be identified to handle the other finger print applications.

FINANCIAL IMPACT:
No financial impact to the General Fund as the expense is paid directly by the CCW Permit Holders / Applicants

REF ID# 12148

ATTACHMENTS:
21-22 Signed (PDF)
First Amendment with Addendum (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-372

MEETING: June 22, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Approve Contract for Services with Permitium, LLC

RECOMMENDATION AND JUSTIFICATION:
Approve a FY 21-22 Agreement with Permitium, LLC Inc. for the purpose of maintaining the digital application process of the Sheriff's Office Concealed Carry Weapons (CCW) Permit Program; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Permitium, LLC, is a well known business that provides secure twenty-four hour online access for CCW clients to apply for, renew and modify their Mariposa County Sheriff's Office CCW permits, as well as make appointments and track the status of their application. In addition to the Mariposa County Sheriff's Office, Permitium, LLC, is used by several law enforcement agencies to help manage their CCW programs. We currently contract with Permitium for this service.

The program is provided at no cost to Mariposa County. However, Permitium, LLC, will charge customers a convenience fee of $4.00 per transaction, plus 2.9% if customers choose to pay for the online service via credit and/or debit card.
Permit funds will be collected by Permitium, LLC and distributed to Mariposa County Sheriff's Office monthly. Permit holders will continue to be able pay with cash or check directly to the Sheriff's Office if they do not wish to participate in the online service program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has supported a prior FY agreement with Permitium when the Sheriff employed their program services for a web-based ccw platform.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board does not support this item, the Sheriff's Office will process CCW permits manually; However, the process is antiquated, burdensome and time consuming.

FINANCIAL IMPACT:
No financial impact to the General Fund as the expense is paid directly by the CCW Permit Holders / Applicants

ATTACHMENTS:
FY 21-22 Permitium Agreement (PDF)

REF ID# 11845

Attachment: 21-22 Signed (RES-2021-547 : First Amendment to Services with Permitium, LLC)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Attachment: 21-22 Signed (RES-2021-547 : First Amendment to Services with Permitium, LLC)

USER LICENSE AGREEMENT FOR ONLINE WEAPONS PERMIT APPLICATION

This user license agreement for an online weapons permit application (the "User License Agreement") is made and entered into this 22nd day of June, 2021, by and between Mariposa County (the "CLIENT") and Permitium, LLC ("Permitium"), a corporation in good standing authorized to do business in the State of North Carolina with its principal place ofbusiness at 10617 Southern Loop Blvd. Pineville, NC 28134.

For and in consideration of the mutual promises set forth in the User License Agreement, the adequacy of which is hereby expressly acknowledged, the parties do mutually agree as follows:

1. **Basic Obligations of Permitium.** Permitium hereby agrees to provide the services described in the attached Statement of Work (attached hereto as Exhibit 1) in accordance with the terms and conditions of this User License Agreement as requested in writing by the CLIENT.

2. **Term.** Contract will be effective from July 1, 2021 through June 30, 2022.

3. **Fee Collection and Payment.** Permitium will collect online payments and agrees to deliver the CLIENT a monthly statement by the 25th of each month which will itemized for every transaction submitted the previous month along with a check or ACH for the total amount collected less credit card fees listed on Exhibit 1.

4. **Termination for Cause.** At any time after 30 days of the software deployment, the CLIENT may terminate this User License Agreement immediately and without prior notice if Permitium is unable to meet goals and timetables or if the CLIENT is dissatisfied with the quality of services provided.

5. **Insurance.** Permitium agrees to maintain a minimum of $6,000,000 in general liability and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees participating in the provision of services under this User License Agreement. Certificates of such insurance shall be furnished by the Permitium to the CLIENT and shall contain the provision that the CLIENT is given ten (10) days' written notice of any intent to cancel or terminate by either the Permitium or the insuring company. Failure to furnish such insurance certificates or maintain such insurance shall be deemed a material breach and grounds for immediate termination of this User License Agreement. All Permitium liabilities as defined within this User License Agreement will be capped at the greater of the compensation received by Permitium, or the $6,000,000 limit of general liability policy.

6. **Taxes.** Permitium shall pay all federal, state and FICA taxes for all of its employees participating in the provision of services under this User License Agreement.

Attachment: 21-22 Signed (RES-2021-547 : First Amendment to Services with Permitium, LLC)

7. **Monitoring and Auditing.** Permitium shall cooperate with the CLIENT, or with any other person or agency acting at the direction of the CLIENT, in their efforts to monitor, audit, or investigate activities related to this User License Agreement. Permitium shall provide any auditors retained by the CLIENT with access to any records and files related to the provision of services under this User License Agreement upon reasonable notice. The CLIENT agrees that its auditors will maintain the confidentiality of any trade secrets of Permitium that may be accessed during an audit conducted under this User License Agreement.

8. **Confidentiality Information.** Permitium agrees that all records, data, personnel records, and/or other confidential information that come within Permitium' possession in the course of providing services to the CLIENT under this User License Agreement (hereinafter, "Confidential Information") shall be subject to the confidentiality and disclosure provisions of all applicable federal and state statutes and regulations, as well as any relevant policies of the CLIENT. All data and/or records provided by the CLIENT to Permitium shall be presumed to be Confidential Information subject to the terms of this section unless the CLIENT specifically indicates in writing that the requirements of this section do not apply to a particular document or group of documents.

   Permitium agrees to receive and hold Confidential Information, whether transmitted orally, in writing or in any other form, and whether prepared by a party or its Representatives, in strict confidence, and to use the Confidential Information solely for the purpose of facilitating CLIENT's use of Permitium' products and services. Except as essential to Permitium' obligations to CLIENT, Permitium shall not copy any of the Confidential Information, nor shall Permitium remove any Confidential Information or proprietary property or documents from CLIENT premises without written authorization of the CLIENT. Permitium acknowledges its understanding that any unauthorized disclosure of Confidential Information may result in penalties and other damages.

9. **Security.** Permitium represents and warrants that all documents and information provided to Permitium by or behalf of the CLIENT, including but not limited to Confidential Records, shall be stored and maintained by Permitium with the utmost care and in conformity with standards generally accepted in Permitium' industry for the types of records being stored and maintained. Permitium further represents and warrants that any online access to the CLIENT's records authorized persons pursuant to this User License Agreement shall be safe, secure, and password-protected and provided with the utmost care and in conformity with standards generally accepted in Permitium' industry for the types of records being stored and maintained, and that no person shall be permitted to obtain unauthorized access to any of the CLIENT's records. Without limiting the foregoing, Permitium specifically warrants that:

   9.1. All servers, computers, and computer equipment used to provide services pursuant to this User License Agreement shall be maintained in good working order in compliance with generally accepted industry standards in light of the

Attachment: 21-22 Signed (RES-2021-547 : First Amendment to Services with Permitium, LLC)

confidential nature of the documents in question and shall be located in a safe, controlled, and environmentally stable environment (including moisture and temperature controls) and adequately protected against fires, hurricanes, flooding, or similar occurrences;

9.2. Facilities where services are provided shall be secure and access shall be limited to employees trained in security protocols with a legitimate business need to access such facilities (with access removed immediately upon termination of employment) and shall be protected from unauthorized access by commercially reasonable security systems;

9.3. All websites, FTPs, and any other online electronic system used to provide services pursuant to this User License Agreement shall be protected from security breaches by commercially reasonable firewalls and other intrusion detections systems and antivirus software, which shall be kept updated at all times. Access shall be limited to those agents and employees of Permitium assigned to the project and any individuals identified in writing by the CLIENT or CLIENT's Designee as authorized to obtain access.

9.4. Permitium have technical controls in place that ensure the security, availability and confidentiality of CLIENT data.

9.5. All information provided to Permitium pursuant to this User License Agreement shall be encrypted while in transit over an open network.

10. **Standard of Care.** Notwithstanding anything in this User License Agreement to the contrary, Permitium represents and warrants that the services provided by Permitium shall be performed by qualified and skilled individuals in a timely and professional manner with the utmost care and in conformity with standards generally accepted in Permitium' industry for the types of services and records governed by this User License Agreement.

11. **Indemnification.** Permitium shall indemnify the CLIENT, its agents, and employees, from and against all damages directly arising out of Permitium's breach of this Agreement. This provision shall survive the expiration or termination of this Agreement and remain in full force and effect after such expiration or termination. Notwithstanding the foregoing Permitium's maximum indemnification will be limited to the amount of insurance set forth within section 5.

    To the extent provided by law, CLIENT shall indemnify Permitium, its agents, and employees from and against all damages directly arising out of CLIENT's breach of this Agreement. This provision shall survive the expiration or termination of this Agreement and remain in full force and effect after such expiration or termination.

12. **Relationship of Parties.** Permitium shall be an independent User License Agreement of the CLIENT, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Permitium be construed as an employee, agent or principal of the CLIENT.

Attachment: 21-22 Signed (RES-2021-547 : First Amendment to Services with Permitium, LLC)

13. **Compliance with Applicable Laws.** Permitium shall comply with all applicable laws and regulations in providing services under this User License Agreement. Without limiting the foregoing, Permitium specifically represents that it is aware of and in compliance with the Immigration Reform and Control Act and that it will collect properly verified I-9 forms from each employee providing services under this User License Agreement. Permitium shall not employ any individuals to provide services to the CLIENT who are not authorized by federal law to work in the United States.

14. **Applicable CLIENT Policies.** Permitium specifically acknowledges that it will comply with all applicable CLIENT policies, all of which are publicly available on the CLIENT's website.

15. **Assignment.** Neither party may transfer, assign, or delegate any rights, duties, interest, or obligations under this Contract to any other person or entity without the other party's prior written consent. Notwithstanding the foregoing, Permitium may (without the CLIENT's consent) assign this agreement and all of its rights, duties, interests and obligations hereunder to any entity into which it merges, has a change in control representing a conveyance of more than 50% of its ownership interests, or to which it sells all or substantially all of its assets. Permitium agrees to notify the client within 10 business days of any assignment.

16. **User License Agreement Modifications.** This User License Agreement may be amended only by written amendments duly executed by and between the CLIENT and Permitium.

17. **California Law.** California law will govern the interpretation and construction of the User License Agreement. Any litigation arising out of this User License Agreement shall be filed, if at all, in a court or administrative tribunal located in the State of California.

18. **Entire Agreement.** This User License Agreement constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this User License Agreement and supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this User License Agreement.

19. **Severability.** If any provision of this User License Agreement shall be declared invalid or unenforceable, the remainder of the User License Agreement shall continue in full force and effect.

20. **Notices.** Any notice or other communication provided for herein as given to a party hereto shall be in writing, shall refer to this Agreement by parties and date, and shall be delivered by registered mail, return receipt required, postage prepaid to the person listed below or his successor.

Attachment: 21-22 Signed (RES-2021-547 : First Amendment to Services with Permitium, LLC)

If to: Permitium
Permitium, LLC
10617 Southern Loop Blvd.
Pineville, NC 28134
Attn: Matt Solomon

If to CLIENT:
Mariposa County Sheriff
P.O. Box 276
Mariposa, CA 95338

21. Authority of Signatories. The persons executing this User License Agreement hereby represent and warrant that they have full authority and representative capacity to execute the User License Agreement in the capacities indicated below and this User License Agreement constitutes the binding obligation of the parties on whose behalf they signed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year indicated above.

MARIPOSA COUNTY

Marshall Long, Chair
Board of Supervisors

PERMITIUM, LLC

Matt Solomon, Managing Partner

ATTEST:

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: 21-22 Signed (RES-2021-547 : First Amendment to Services with Permitium, LLC)

STATEMENT OF WORK – EXHIBIT 1

Implementation Plan

- Configure the initial instance of the new **Permitium** solution based on the Client's current pistol permit process and **Permitium' s** demonstration site
- Refine the new **Permitium** solution through an iterative process based on input received from the Client during the testing phase
- Test the **Permitium** solution, revise as needed and prepare it for production
- Provide training for the Client as needed
- Provide ongoing support, hosting and management of the **Permitium** Solution

Implementation Team

Permitium	Support Team		855-712-PERM	support@permitium.com
Client	Executive Sponsor			
	Project Manager			

Data and Security

All data collected in the Client's instance of **PermitDirector** is the property of the Client.

Permitium does not own and will not distribute data without the written consent of the Client. All passwords placed within the system are encrypted and not accessible by the **Permitium** staff.

Cost of Service

Cost for **PermitDirector** software, implementation services or support – Permitium will charge

__X__$4.00 passed on as a convenience fee back to the applicant for each application submitted.

_X__Concealed Weapon Applications

_____Other Fingerprint Applications

Credit card company fees are passed through to the applicant by **Permitium** based on our contract rate. The current rate is $.30 per transaction plus 2.9% of the total transaction. Cash transactions can be paid at no additional cost at counter.

If Client elects to offer some or all services for free, transaction convenience fees still apply.

Attachment: 21-22 Signed (RES-2021-547 : First Amendment to Services with Permitium, LLC)

FIRST AMENDMENT TO AGREEMENT FOR ONLINE WEAPONS PERMIT APPLICATION

THIS FIRST AMENDMENT TO AGREEMENT FOR ONLINE WEAPONS PERMIT APPLICATION

, is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Permitium, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated July 1, 2021 wherein **Contractor** agreed to provide online weapons permit application services; and

WHEREAS, County and **Contractor** desire to amend said Agreement to change the scope of work to be provided by **Contractor;**

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

1. Paragraph 3, "SCOPE OF WORK," is hereby amended to provide that **Contractor** agrees to provide the following additional services: Other Fingerprint Applications as marked in the Attached Addendum 1 Statement of Work – Exhibit 1.

2. Paragraph 4: Except as herein amended, the Agreement dated July 1, 2021 shall remain in full force and effect.

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

COUNTY OF MARIPOSA

_____

Marshall Long , Chair
Board of Supervisors

CONTRACTOR

_____

Matt Solomon, Managing Partner

COUNTERSIGNED:
(Government Code §25103)

_____

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

_____

Steven W. Dahlem
County Counsel

Attachment: First Amendment with Addendum (RES-2021-547 : First Amendment to Services with Permitium, LLC)

ADDENDUM 1 to USER LICENSE AGREEMENT FOR ONLINE WEAPONS PERMIT APPLICATION BETWEEN MARIPOSA COUNTY SHERIFF AND PERMITIUM LLC

STATEMENT OF WORK – EXHIBIT 1

Implementation Plan

- Configure the additional instance of the new Permitium solution based on the Sheriff's current fingerprinting process and Permitium' s demonstration site
- Refine the new Permitium solution through an iterative process based on input received from the Sherriff's staff during the testing phase
- Test the Permitium solution, revise as needed and prepare it for production
- Provide training for the Sheriff's staff as needed
- Provide ongoing support, hosting and management of the Permitium Solution

Implementation Team

Permitium	Support Team		855-712-PERM	support@permitium.com
Client	Executive Sponsor			
	Project Manager			

Data and Security

All data collected in the Sheriff's instance of PermitDirector is the property of the Client. Permitium does not own and will not distribute data without the written consent of the Client. All passwords placed within the system are encrypted and not accessible by the Permitium staff.

Cost of Service

To be added to existing PermitDirector software:

__X_$4.00 passed on as a convenience fee back to the applicant for each application submitted.

__X_ Other Fingerprint Applications

Credit card company fees are passed through to the applicant by Permitium based on our contract rate. The current rate is $.30 per transaction plus 2.9% of the total transaction. Cash transactions can be paid at no additional cost at counter.

If Client elects to offer some or all services for free, transaction convenience fees still apply.

MARIPOSA COUNTY SHERIFF:

Signed: _____

Print Name:_____

Title:_____

Date: September 8, 2021

Attachment: First Amendment with Addendum (RES-2021-547 : First Amendment to Services with Permitium, LLC)

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: September 28, 2021

TO: The Board of Supervisors

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

RE: Authorize State of Good Repair Program

RECOMMENDED ACTION AND JUSTIFICATION:

Adopt a Resolution Approving the Project List for 2021/2022 for the California State of Good Repair Program.

Mariposa County has been notified that their estimated share of the State of Good Repair fund for FY 2021/2022 will be $27,432.00 to use for Maintenance and Repair of Mariposa County Transit Vehicles.

Caltrans has notified the Mariposa County Local Transportation Commission is an eligible project sponsor and may receive State Transit Assistance funding quarterly pursuant to sections of Public Utility Codes 99313 and 99314, from the State of Good Repair Account (SGR) now or in the future for Transit projects. The Road Recovery and Accountability Act of 2017, Senate Bill (SB) 1 was signed by the Governor on April 28, 2017. The (SGR) includes a program that will provide additional revenues for Transit infrastructure repair and service improvements.

This program provides funding of approximately $105 million annually to the State Transit Assistance (STA) Account. These funds are to be made available for eligible transit maintenance, rehabilitation and capital projects. This opportunity has developed guidelines for the purpose of administering and distributing (SGR) funds to the eligible project sponsor for Mariposa County Transit.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Commission previously adopted the (SGR) program. (Resolution: LTC-2020-18)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Negative action will result in foregoing (SGR) funds.

ATTACHMENTS:
SGR State Estimate FY 21-22 1-28-21 (PDF)

Local Transportation Commission 2021-26

FY 2021-22 SB 1 SGR Resolution (PDF)
Project Submitted Successfully(PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

BETTY T. YEE
California State Controller

January 28, 2021

County Auditors Responsible for State of Good Repair Program Funds
Transportation Planning Agencies
County Transportation Commissions
San Diego Metropolitan Transit System

SUBJECT: Fiscal Year 2021-22 State of Good Repair Program Allocation Estimate

Enclosed is the summary schedule of State of Good Repair (SGR) program funds available to be allocated for fiscal year (FY) 2021-22 to each Transportation Planning Agency (TPA), county transportation commission, and the San Diego Metropolitan Transit System for the purposes of Public Utilities Code (PUC) section 99312.1(c). Allocations for the SGR program are calculated pursuant to the distribution formulas in PUC sections 99313 and 99314. Also enclosed is a schedule detailing the estimated available amount calculated pursuant to PUC section 99314 for each TPA by operator.

PUC section 99313 allocations are based on the latest available annual population estimates from the Department of Finance. PUC section 99314 allocations are based on the revenue amount for each STA-eligible operator, determined from annual reports submitted to the State Controller's Office (SCO) pursuant to PUC section 99243.

According to the FY 2021-22 proposed California Budget, the estimated amount of SGR program funds budgeted is $117,489,000. Prior to receiving an apportionment of SGR program funds in a fiscal year, an agency must submit a list of proposed projects to the California Department of Transportation (DOT). DOT reports to SCO the eligible agencies that will receive an allocation quarterly pursuant to PUC sections 99313 and 99314. SCO anticipates that the first quarter's allocation to eligible agencies will be paid by November 30, 2021. Please refer to the schedule for the amounts that relate to your agency.

Please contact Mike Silvera by telephone at (916) 323-0704 or email at msilvera@sco.ca.gov with any question or for additional information about this schedule. Information for the SGR program can be found on the DOT website at: https://dot.ca.gov/programs/rail-and-mass-transportation/state-transit-assistance-state-of-good-repair

Sincerely,

(Original Signed By)
MELMA DIZON
Manager
Local Apportionments Section

Enclosures

Local Government Programs and Services Division
MAILING ADDRESS P.O. Box 942850, Sacramento, CA 94250
3301 C Street, Suite 700, Sacramento, CA 95816

Attachment: SGR State Estimate FY 21-22 1-28-21 (LTC-2021-26 : Authorize State of Good Repair Program)

STATE CONTROLLER'S OFFICE
2021-22 STATE OF GOOD REPAIR PROGRAM
ESTIMATED AVAILABLE AMOUNT SUMMARY
JANUARY 28, 2021

Regional Entity	Estimated Available 2021-22 Amount Based on PUC 99313 Allocation	Estimated Available 2021-22 Amount Based on PUC 99314 Allocation	Total Estimated Available 2021-22 Amount Allocation
	A	**B**	**C= (A + B)**
Metropolitan Transportation Commission	$ 11,503,725.00	$ 31,477,988.00	$ 42,981,713.00
Sacramento Area Council of Governments	2,889,328.00	1,018,082.00	3,907,410.00
San Diego Association of Governments	1,429,959.00	349,924.00	1,779,883.00
San Diego Metropolitan Transit System	3,506,932.00	1,440,702.00	4,947,634.00
Tahoe Regional Planning Agency	158,662.00	9,283.00	167,945.00
Alpine County Transportation Commission	1,687.00	132.00	1,819.00
Amador County Transportation Commission	55,633.00	2,105.00	57,738.00
Butte County Association of Governments	310,522.00	16,747.00	327,269.00
Calaveras County Local Transportation Commission	66,482.00	819.00	67,301.00
Colusa County Local Transportation Commission	32,341.00	1,453.00	33,794.00
Del Norte County Local Transportation Commission	40,309.00	2,109.00	42,418.00
El Dorado County Local Transportation Commission	255,622.00	17,845.00	273,467.00
Fresno County Council of Governments	1,511,119.00	274,689.00	1,785,808.00
Glenn County Local Transportation Commission	43,413.00	1,228.00	44,641.00
Humboldt County Association of Governments	196,837.00	33,789.00	230,626.00
Imperial County Transportation Commission	278,753.00	25,608.00	304,361.00
Inyo County Local Transportation Commission	27,442.00	0.00	27,442.00
Kern Council of Governments	1,354,884.00	83,467.00	1,438,351.00
Kings County Association of Governments	226,822.00	9,132.00	235,954.00
Lake County/City Council of Governments	94,563.00	5,144.00	99,707.00
Lassen County Local Transportation Commission	42,576.00	1,927.00	44,503.00
Los Angeles County Metropolitan Transportation Authority	15,021,664.00	19,459,001.00	34,480,665.00
Madera County Local Transportation Commission	233,524.00	7,854.00	241,378.00
Mariposa County Local Transportation Commission	26,679.00	753.00	27,432.00
Mendocino Council of Governments	129,864.00	9,876.00	139,740.00
Merced County Association of Governments	418,655.00	20,461.00	439,116.00
Modoc County Local Transportation Commission	14,132.00	1,110.00	15,242.00
Mono County Local Transportation Commission	19,882.00	29,125.00	49,007.00
Transportation Agency for Monterey County	651,404.00	202,511.00	853,915.00
Nevada County Local Transportation Commission	144,878.00	7,138.00	152,016.00
Orange County Transportation Authority	4,716,840.00	1,699,424.00	6,416,264.00
Placer County Transportation Planning Agency	467,171.00	68,143.00	535,314.00
Plumas County Local Transportation Commission	26,963.00	4,404.00	31,367.00
Riverside County Transportation Commission	3,606,374.00	597,994.00	4,204,368.00
Council of San Benito County Governments	92,072.00	1,561.00	93,633.00
San Bernardino County Transportation Authority	3,219,842.00	693,511.00	3,913,353.00
San Joaquin Council of Governments	1,142,367.00	266,140.00	1,408,507.00
San Luis Obispo Area Council of Governments	409,408.00	28,929.00	438,337.00
Santa Barbara County Association of Governments	667,200.00	168,359.00	835,559.00
Santa Cruz County Transportation Commission	400,510.00	359,756.00	760,266.00
Shasta Regional Transportation Agency	262,906.00	14,003.00	276,909.00
Sierra County Local Transportation Commission	4,728.00	183.00	4,911.00
Siskiyou County Local Transportation Commission	65,652.00	2,798.00	68,450.00
Stanislaus Council of Governments	823,529.00	46,798.00	870,327.00
Tehama County Transportation Commission	96,171.00	2,007.00	98,178.00
Trinity County Transportation Commission	20,006.00	786.00	20,792.00
Tulare County Association of Governments	708,747.00	75,370.00	784,117.00
Tuolumne County Transportation Council	81,092.00	2,096.00	83,188.00
Ventura County Transportation Commission	1,244,629.00	202,236.00	1,446,865.00
State Totals	$ 58,744,500.00	$ 58,744,500.00	$ 117,489,000.00

Attachment: SGR State Estimate FY 21-22 1-28-21 (LTC-2021-26 : Authorize State of Good Repair Program)

STATE CONTROLLER'S OFFICE
2021-22 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 28, 2021

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2021-22 Amount Based on PUC 99314 Allocation
Altamont Corridor Express*		
Alameda County Congestion Management Agency	$ NA	$ 45,946.00
Santa Clara Valley Transportation Authority	NA	26,508.00
San Joaquin Regional Rail Commission	NA	148,441.00
Regional Entity Totals	0	220,895.00
	0	(220,895.00
Metropolitan Transportation Commission		
Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco**	2,032,465,904	20,959,774.00
Central Contra Costa Transit Authority	12,684,408	130,808.00
City of Dixon	123,850	1,277.00
Eastern Contra Costa Transit Authority	6,132,724	63,244.00
City of Fairfield	2,250,751	23,211.00
Golden Gate Bridge Highway and Transportation District	138,827,667	1,431,657.00
Livermore-Amador Valley Transit Authority	6,084,421	62,746.00
Marin County Transit District	23,726,064	244,675.00
Napa County Transportation and Planning Agency	1,722,522	17,763.00
Peninsula Corridor Joint Powers Board	144,681,126	1,492,021.00
City of Petaluma	739,065	7,622.00
City of Rio Vista	39,373	406.00
San Francisco Bay Area Water Emergency Transportation Authority	39,452,081	406,849.00
San Mateo County Transit District	145,105,738	1,496,400.00
Santa Clara Valley Transportation Authority	439,800,215	4,535,433.00
City of Santa Rosa	2,483,478	25,611.00
Solano County Transit	5,290,076	54,554.00
County of Sonoma	3,459,517	35,676.00
Sonoma-Marin Area Rail Transit District	29,993,581	309,308.00
City of Union City	1,879,467	19,382.00
City of Vacaville	402,817	4,154.00
Western Contra Costa Transit Authority	8,044,931	82,963.00
Regional Entity Subtotals	3,045,389,776	31,405,534.00
Alameda County Congestion Management Agency - Corresponding to ACE*	NA	45,946.00
Santa Clara Valley Transportation Authority - Corresponding to ACE*	NA	26,508.00
Regional Entity Totals	3,045,389,776	31,477,988.00
Sacramento Area Council of Governments		
City of Davis (Unitrans)	2,957,630	30,501.00
City of Elk Grove	2,129,534	21,961.00
City of Folsom	335,031	3,455.00
County of Sacramento	1,189,071	12,262.00
Sacramento Regional Transit System	86,078,696	887,685.00
Yolo County Transportation District	4,689,895	48,364.00
Yuba Sutter Transit Authority	1,343,449	13,854.00
Regional Entity Totals	98,723,306	1,018,082.00

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* The amounts allocated to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

** The amounts for Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco are combined.

Attachment: SGR State Estimate FY 21-22 1-28-21 (LTC-2021-26 : Authorize State of Good Repair Program)

STATE CONTROLLER'S OFFICE
2021-22 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 28, 2021

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2021-22 Amount Based on PUC 99314 Allocation
San Diego Association of Governments		
North County Transit District	33,932,036	349,924.00
San Diego Metropolitan Transit System		
San Diego Metropolitan Transit System	33,958,141	350,193.00
San Diego Transit Corporation	62,951,421	649,186.00
San Diego Trolley, Inc.	42,794,978	441,323.00
Regional Entity Totals	139,704,540	1,440,702.00
Southern California Regional Rail Authority***		
Los Angeles County Metropolitan Transportation Authority	NA	1,224,268.00
Orange County Transportation Authority	NA	537,633.00
Riverside County Transportation Commission	NA	273,579.00
San Bernardino County Transportation Authority	NA	276,266.00
Ventura County Transportation Commission	NA	130,928.00
Regional Entity Totals	0	2,442,674.00
	0	(2,442,674.00
Tahoe Regional Planning Agency		
Tahoe Transportation District	900,147	9,283.00
Alpine County Transportation Commission		
County of Alpine	12,816	132.00
Amador County Transportation Commission		
Amador Regional Transit System	204,076	2,105.00
Butte County Association of Governments		
Butte Regional Transit	1,601,714	16,518.00
City of Gridley - Specialized Service	22,232	229.00
Regional Entity Totals	1,623,946	16,747.00
Calaveras County Local Transportation Commission		
County of Calaveras	79,417	819.00
Colusa County Local Transportation Commission		
County of Colusa	140,877	1,453.00
Del Norte County Local Transportation Commission		
Redwood Coast Transit Authority	204,530	2,109.00
El Dorado County Local Transportation Commission		
El Dorado County Transit Authority	1,730,379	17,845.00

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Attachment: SGR State Estimate FY 21-22 1-28-21 (LTC-2021-26 : Authorize State of Good Repair Program)

STATE CONTROLLER'S OFFICE
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BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 28, 2021

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2021-22 Amount Based on PUC 99314 Allocation
Fresno County Council of Governments		
City of Clovis	1,770,328	18,256.00
City of Fresno	22,991,076	237,095.00
Fresno County Rural Transit Agency	1,875,194	19,338.00
Regional Entity Totals	26,636,598	274,689.00
Glenn County Local Transportation Commission		
County of Glenn Transit Service	119,071	1,228.00
Humboldt County Association of Governments		
City of Arcata	213,054	2,197.00
City of Blue Lake	0	0.00
Humboldt Transit Authority	3,063,481	31,592.00
Regional Entity Totals	3,276,535	33,789.00
Imperial County Transportation Commission		
Imperial County Transportation Commission	2,462,028	25,390.00
Quechan Indian Tribe	21,107	218.00
Regional Entity Totals	2,483,135	25,608.00
Inyo County Local Transportation Commission	None	Non
Kern Council of Governments		
City of Arvin	62,152	641.00
City of California City	25,760	266.00
City of Delano	279,451	2,882.00
Golden Empire Transit District	5,882,508	60,663.00
County of Kern	1,194,767	12,321.00
City of McFarland	12,106	125.00
City of Ridgecrest	159,250	1,642.00
City of Shafter	57,568	594.00
City of Taft	360,169	3,714.00
City of Tehachapi	28,252	291.00
City of Wasco	31,839	328.00
Regional Entity Totals	8,093,822	83,467.00
Kings County Association of Governments		
City of Corcoran	122,620	1,265.00
Kings County Area Public Transit Agency	762,823	7,867.00
Regional Entity Totals	885,443	9,132.00
Lake County/City Council of Governments		
Lake Transit Authority	498,852	5,144.00
Lassen County Local Transportation Commission		
Lassen Transit Service Agency	186,872	1,927.00

Attachment: SGR State Estimate FY 21-22 1-28-21 (LTC-2021-26 : Authorize State of Good Repair Program)

STATE CONTROLLER'S OFFICE
2021-22 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 28, 2021

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2021-22 Amount Based on PUC 99314 Allocation
Los Angeles County Metropolitan Transportation Authority		
Antelope Valley Transit Authority	20,326,872	209,621.00
City of Arcadia	1,607,131	16,574.00
City of Burbank	3,769,842	38,876.00
City of Claremont	456,234	4,705.00
City of Commerce	4,235,696	43,681.00
City of Culver City	15,278,536	157,560.00
Foothill Transit Zone	67,815,955	699,351.00
City of Gardena	13,772,242	142,026.00
City of Glendale	8,225,171	84,822.00
City of La Mirada	874,670	9,020.00
Long Beach Public Transportation Company	60,542,189	624,341.00
City of Los Angeles	98,801,791	1,018,892.00
County of Los Angeles	6,316,927	65,143.00
Los Angeles County Metropolitan Transportation Authority	1,332,273,335	13,739,050.00
City of Montebello	20,096,742	207,247.00
City of Norwalk	9,188,277	94,754.00
City of Pasadena	7,704,457	79,452.00
City of Redondo Beach	2,905,619	29,964.00
City of Santa Clarita	26,010,198	268,230.00
City of Santa Monica	47,544,183	490,299.00
Southern California Regional Rail Authority***	236,865,779	NA
City of Torrance	20,472,763	211,125.00
Regional Entity Subtotals	2,005,084,609	18,234,733.00
Los Angeles County Metropolitan Transportation Authority - Corresponding to SCRRA***	NA	1,224,268.00
Regional Entity Totals	2,005,084,609	19,459,001.00
Madera County Local Transportation Commission		
City of Chowchilla	524,476	5,409.00
City of Madera	169,785	1,751.00
County of Madera	67,286	694.00
Regional Entity Totals	761,547	7,854.00
Mariposa County Local Transportation Commission		
County of Mariposa	73,004	753.00
Mendocino Council of Governments		
Mendocino Transit Authority	957,692	9,876.00
Merced County Association of Governments		
Transit Joint Powers Authority of Merced County	1,025,125	10,572.00
Yosemite Area Regional Transportation System (YARTS)	958,913	9,889.00
Regional Entity Totals	1,984,038	20,461.00
Modoc County Local Transportation Commission		
Modoc Transportation Agency - Specialized Service	107,653	1,110.00

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agen

Attachment: SGR State Estimate FY 21-22 1-28-21 (LTC-2021-26 : Authorize State of Good Repair Program)

STATE CONTROLLER'S OFFICE
2021-22 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 28, 2021

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2021-22 Amount Based on PUC 99314 Allocation
Mono County Local Transportation Commission		
Eastern Sierra Transit Authority	2,824,223	29,125.00
Transportation Agency for Monterey County		
Monterey-Salinas Transit	19,637,486	202,511.00
Nevada County Local Transportation Commission		
County of Nevada	369,077	3,806.00
City of Truckee	323,083	3,332.00
Regional Entity Totals	692,160	7,138.00
Orange County Transportation Authority		
City of Laguna Beach	1,910,271	19,700.00
Orange County Transportation Authority	110,748,483	1,142,091.00
Regional Entity Subtotals	112,658,754	1,161,791.00
Orange County Transportation Authority - Corresponding to SCRRA***	NA	537,633.00
Regional Entity Totals	112,658,754	1,699,424.00
Placer County Transportation Planning Agency		
City of Auburn	21,830	225.00
County of Placer	5,410,141	55,792.00
City of Roseville	1,175,827	12,126.00
Regional Entity Totals	6,607,798	68,143.00
Plumas County Local Transportation Commission		
County of Plumas	346,829	3,577.00
County Service Area 12 - Specialized Service	80,198	827.00
Regional Entity Totals	427,027	4,404.00
Riverside County Transportation Commission		
City of Banning	208,349	2,149.00
City of Beaumont	318,557	3,285.00
City of Corona	426,555	4,399.00
Palo Verde Valley Transit Agency	175,762	1,813.00
City of Riverside - Specialized Service	493,635	5,091.00
Riverside Transit Agency	18,329,390	189,022.00
Sunline Transit Agency	11,506,078	118,656.00
Regional Entity Subtotals	31,458,326	324,415.00
Riverside County Transportation Commission - Corresponding to SCRRA***	NA	273,579.00
Regional Entity Totals	31,458,326	597,994.00
Council of San Benito County Governments		
San Benito County Local Transportation Authority	151,384	1,561.00

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Attachment: SGR State Estimate FY 21-22 1-28-21 (LTC-2021-26 : Authorize State of Good Repair Program)

STATE CONTROLLER'S OFFICE
2021-22 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 28, 2021

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2021-22 Amount Based on PUC 99314 Allocation
San Bernardino County Transportation Authority		
Morongo Basin Transit Authority	1,027,787	10,599.00
Mountain Area Regional Transit Authority	564,732	5,824.00
City of Needles	58,190	600.00
Omnitrans	34,279,207	353,504.00
Victor Valley Transit Authority	4,530,204	46,718.00
Regional Entity Subtotals	40,460,120	417,245.00
San Bernardino County Transportation Authority - Corresponding to SCRRA***	NA	276,266.00
Regional Entity Totals	40,460,120	693,511.00
San Joaquin Council of Governments		
Altamont Corridor Express *	21,420,132	NA
City of Escalon	51,911	535.00
City of Lodi	887,825	9,156.00
City of Manteca	77,826	803.00
City of Ripon	44,345	457.00
San Joaquin Regional Transit District	10,156,807	104,742.00
City of Tracy	194,489	2,006.00
Regional Entity Subtotals	32,833,335	117,699.00
San Joaquin Regional Rail Commission - Corresponding to ACE*	NA	148,441.00
Regional Entity Totals	32,833,335	266,140.00
San Luis Obispo Area Council of Governments		
City of Arroyo Grande - Specialized Service	0	0.00
City of Atascadero	37,783	390.00
City of Morro Bay	42,401	437.00
City of Pismo Beach - Specialized Service	0	0.00
City of San Luis Obispo Transit	821,105	8,468.00
San Luis Obispo Regional Transit Authority	1,673,045	17,253.00
South County Area Transit	230,837	2,381.00
Regional Entity Totals	2,805,171	28,929.00
Santa Barbara County Association of Governments		
City of Guadalupe	69,525	717.00
City of Lompoc	136,501	1,408.00
County of Santa Barbara	0	0.00
Santa Barbara County Association of Governments (SBCAG)	1,620,453	16,711.00
Santa Barbara Metropolitan Transit District	13,488,703	139,102.00
City of Santa Maria	906,214	9,345.00
City of Solvang	104,313	1,076.00
Regional Entity Totals	16,325,709	168,359.00
Santa Cruz County Transportation Commission		
Santa Cruz Metropolitan Transit District	34,885,448	359,756.00

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* The amounts allocated to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agen

Attachment: SGR State Estimate FY 21-22 1-28-21 (LTC-2021-26 : Authorize State of Good Repair Program)

STATE CONTROLLER'S OFFICE
2021-22 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 28, 2021

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2021-22 Amount Based on PUC 99314 Allocation
Shasta Regional Transportation Agency		
Redding Area Bus Authority	1,357,867	14,003.00
Sierra County Local Transportation Commission		
County of Sierra - Specialized Service	17,768	183.00
Siskiyou County Local Transportation Commission		
County of Siskiyou	271,330	2,798.00
Stanislaus Council of Governments		
City of Ceres	70,776	730.00
City of Modesto	3,366,714	34,719.00
County of Stanislaus	806,855	8,321.00
City of Turlock	293,666	3,028.00
Regional Entity Totals	4,538,011	46,798.00
Tehama County Transportation Commission		
County of Tehama	194,589	2,007.00
Trinity County Transportation Commission		
County of Trinity	76,212	786.00
Tulare County Association of Governments		
City of Dinuba	276,368	2,850.00
City of Porterville	846,792	8,733.00
City of Tulare	589,094	6,075.00
County of Tulare	1,191,032	12,283.00
City of Visalia	4,391,535	45,288.00
City of Woodlake	13,667	141.00
Regional Entity Totals	7,308,488	75,370.00
Tuolumne County Transportation Council		
County of Tuolumne	203,234	2,096.00
Ventura County Transportation Commission		
City of Camarillo	751,079	7,745.00
Gold Coast Transit District	4,272,461	44,060.00
City of Moorpark	299,991	3,094.00
City of Simi Valley	1,167,392	12,039.00
City of Thousand Oaks	423,749	4,370.00
Regional Entity Subtotals	6,914,672	71,308.00
Ventura County Transportation Commission - Corresponding to SCRRA***	NA	130,928.00
Regional Entity Totals	6,914,672	202,236.00
STATE TOTALS	$ 5,696,443,829	$ 58,744,500.00

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agen

Attachment: SGR State Estimate FY 21-22 1-28-21 (LTC-2021-26 : Authorize State of Good Repair Program)

MARIPOSA COUNTY
LOCAL TRANSPORTATION COMMISSION
Resolution Number 21-____

APPROVING THE PROJECT LIST FOR FY 2021-22
FOR THE CALIFORNIA STATE OF GOOD REPAIR PROGRAM

WHEREAS, the Mariposa County Local Transportation Commission (MCLTC) is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair Account (SGR) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 1 (2018) named the Mariposa County Local Transportation Commission as the administrative agency for the SGR; and

WHEREAS, the MCLTC has developed guidelines for the purpose of administering and distributing SGR funds to the eligible project sponsor Mariposa County Transit; and

WHEREAS, the Mariposa County Local Transportation Commission wishes to delegate authorization to execute these documents and any Amendments thereto the Director of Public Works & Transportation.

NOW THEREFORE BE IT RESOLVED, by the Commissioners of the Mariposa County Local Transportation Commission that the fund recipient agrees to comply with all conditions and requirements set forth in the Certifications and Assurances document and applicable statutes, regulations and guidelines for all SGR funded transit projects.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Director of Public Works & Transportation be authorized to execute all required documents of the SGR program and any Amendments thereto with the California Department of Transportation.

ON MOTION BY Commissioner _____, seconded by Commissioner _____, this resolution is duly passed and adopted this 28th day of September 2021 by the following vote:

Attachment: FY 2021-22 SB 1 SGR Resolution (LTC-2021-26 : Authorize State of Good Repair Program)

AYES:
NOES:
EXCUSED:
ABSTAIN:

Marshall Long, Chair
Local Transportation Commission

ATTEST:

Rene LaRoche, Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem, County Counsel

Attachment: FY 2021-22 SB 1 SGR Resolution (LTC-2021-26 : Authorize State of Good Repair Program)

Jeannie Morvay-Clayton

From: CalSMART Notification <no-reply@dot.ca.gov>
Sent: Wednesday, August 18, 2021 12:58 PM
To: Jeannie Morvay-Clayton; Jeannie Morvay-Clayton
Subject: Projects Submitted Successfully

Thank you for your SB 1 Project List Submittal, it has been received. If staff has any questions or needs additional information, someone will contact you.

If you need to contact program staff please send an email to SB1SGRcomments@dot.ca.gov.

Attachment: Project Submitted Successfully (LTC-2021-26 : Authorize State of Good Repair Program)

Submittal Report

SGR-C12-FY21/22-5940-001

FY 21/22

Submittal Details

Program	Agency	Date Created	Date Submitted	Date Approved
State of Good Repair Program	Mariposa County	08/18/2021		

Address	City	State	Zip Code
4639 Ben Hur Road	Mariposa	CA	95338

Contact	Contact Title
Jeannie Morvay-Clayton	Transportation Planning
Contact Phone	**Contact Email**
(209) 966-5356	jclayton@mariposacounty.org
Support Documentation	**Additional Information**
Draft SGR Board Resolution	

Attachment: Project Submitted Successfully (LTC-2021-26 : Authorize State of Good Repair Program)

Project Details

Title	Description	Asset Type	Project Category	Est. Useful Life	Est. Project Start Date	Est. Project Completion Date	Est. 99313 Costs	Est. 99314 Costs
Maintenance of Facilities and	Maintenance of Transit Facilities and Equipment	Maintenance Equipment	Maintenance	9	07/01/2021	06/30/2022	$26,679	$753

Attachment: Project Submitted Successfully (LTC-2021-26 : Authorize State of Good Repair Program)

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: September 28, 2021

TO: The Board of Supervisors

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

RE: Approve a First Amendment to the FY 21/22 LTC Overall Work Program

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RECOMMENDED ACTION AND JUSTIFICATION:
Approve First Amendment to the FY 21/22 Local Transportation Commission Transportation Planning Overall Work Program with Caltrans; and Authorize the Interim Director of Public Works & Transportation to Sign the Overall Work Program Amendment.

This amendment is necessary to recognize our carryover amount of $39,500 from our FY 20/21 Overall Work Program (OWP) Reconciliation Letter; and our successful receipt of the Phase IV Mariposa Creek Parkway Special Plan SB1 Grant in the amount of $460,000 which caused an increase in our FY 21/22 OWP.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
In past years upon the receipt of carryover amounts and new grants, amendments have been passed by the Commission. FY 20/21 Amendment I to the OWP passed with LTC-2020-17 and FY 20/21 Amendment II OWP passed with LTC-2020-19.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Should this not be approved staff will not be allowed to utilized the carryover amount for OWP work; nor perform any work or seek reimbursement on the new grant project.

ATTACHMENTS:
FY 21-22-Sustainable Transportation Planning Grant - Award List - Page 20(PDF)
Reconciliation Letter 8-31-21 (PDF)
OWP FY 21-22 Amendment I - Draft 9-8-21 (PDF)
MCLTC FY 2021-22 OWPA Amendment I (PDF)

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

FY 2021-22 Sustainable Transportation Planning Grant Program
Award List

Dist.	Grant Category	Grantee	Sub-recipient(s)	Project Title	Project Location (City)	Project Location (County)	Project Description	Project Type	Disadvantaged Community Benefit	Award Amount	Fund Source*
10	Sustainable Communities Competitive	City of Waterford	NA	Yosemite Boulevard (SR 132) Corridor Study	Waterford	Stanislaus	Yosemite Blvd. (SR 132) is an important 2.7 mi-long east-west corridor through the City of Waterford providing a primary route for employment, recreation and a major freight corridor for construction materials in Stanislaus County. Most of this two-lane highway lacks pedestrian and bike facilities requiring sharing of the road or shoulders with traffic and large numbers of trucks. The City desires to study the SR 132 corridor to develop an Official Plan Line to identify the future build-out improvements necessary for a multi-model transportation corridor including transit, bike, pedestrian, truck and vehicle traffic. Strategic design concepts will be developed to meet the needs of each of the users in a complete street format. Major deliverables will be an engaged community that participated in a Final Study and Summary Projects Report. Participants will be the entire community, stakeholders, and Advisory Committee. The City has recently drafted a Local Roadway Safety Plan.	Corridor	X	$221,325	SHA
10	Sustainable Communities Competitive	Mariposa County Local Transportation Commission	NA	Phase IV Mariposa Creek Parkway Special Plan	Mariposa	Mariposa County	The Mariposa Creek Parkway Phase IV Special Plan pairs engagement with diverse local stakeholders, including housing and public health agencies, environmental stewardship non-profits, and the wider community, with rigorous site, market, and ecological analyses to articulate a vision for a sustainable neighborhood along the Mariposa Creek Parkway. The planned neighborhood will address Mariposa County's housing imbalance, gain new access encroachments to State Route 49N, and establish an internal network of complete streets that support multi-modal transportation behavior and reduce greenhouse gas emissions. Deliverables include neighborhood site and land use plans, an economic development and investment strategy, and a phasing and action plan to guide implementation.	General Plan Related	X	$460,000	RMRA

CALIFORNIA STATE TRANSPORTATION AGENCY

GAVIN NEWSOM, GOVERNOR

California Department of Transportation

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION PLANNING
P.O. BOX 942873, MS–32 | SACRAMENTO, CA 94273–0001
(916) 654-2596 | FAX (916) 653-0001 TTY 711
www.dot.ca.gov

August 31, 2021

Ms. Shannon Hansen
Executive Director
Mariposa County Local Transportation Commission
4639 Ben Hur Road
Mariposa, CA 95338

Dear Ms. Shannon Hansen:

The purpose of this reconciliation letter for fiscal year (FY) 2020-21 is to confirm the unexpended totals in California Rural Planning Assistance (RPA), federally funded, and state funded grants as of June 30, 2021.

Rural Planning Assistance (RPA):	$39,500.00
SHA Sustainable Communities Grants:	$191,328.93
Total Planning Funds Available:	**$230,828.93**

Pursuant to the MFTA (section 3.C) and the Regional Planning Handbook (section 4.08); an RTPA cannot carryover more than 25% of its annual RPA allocation. If your agency's certification of expenditures exceeds the 25% allowable carryover, the above amount has been adjusted to reflect this.

Attachment: Reconciliation Letter 8-31-21 (LTC-2021-27 : Approve a First Amendment to the FY 21/22 LTC Overall Work Program)

Please review the reconciled totals. If in agreement with the balance(s), please sign electronically and email the **electronically signed** letter to Rosie Flores, Federal and Regional Fiscal Oversight Branch Chief at Rosie.Flores@dot.ca.gov.

If you have any questions or need additional information, please contact Lloyd Clark, district Regional Planning Liaison at Lloyd.Clark@dot.ca.gov or Alison Terry, Caltrans Headquarters Fund Specialist at Alison.Terry@dot.ca.gov.

Sincerely,

Erin Thompson Digitally signed by Erin Thompson Date: 2021.09.01 10:47:19 -07'00'

Erin Thompson
Chief, Office of Regional and Community Planning
Division of Transportation Planning

Marlon Regisford Digitally signed by Marlon Regisford Date: 2021.09.01 14:38:50 -07'00'

Marlon Regisford
Planning Deputy District Director
District 10

I concur with the above balances:

Shannon Hansen
Executive Director
Mariposa County Local Transportation Commission

9/1/21
Date

Attachment: Reconciliation Letter 8-31-21 (LTC-2021-27 : Approve a First Amendment to the FY 21/22 LTC Overall Work Program)

Certification of Expenditure (COE) by Fund Source for

Mariposa County Local Transportation Commission

4639 Ben Hur Road

Mariposa , CA 95338

FY: 2020/21 **MFTA #: 74A0793**

I certify that I am a duly authorized representative of the Regional Transportation Planning Agencies (RTPAs) and the following statement of fund expenditures is consistent with the terms of the Master Fund Transfer Agreement entered into between the RTPA and the State.

I have attached a copy of the Statement of Expenditures by fund source and work element. Matching funds are identified. The expenditures shown are for work completed in accordance with the Fiscal Year approved Overall Work Program. I certify that all state and federal matching requirements have been met.

Identify if the Grant is Active or Closed. Closed grants will NOT be reflected on the reconciliation letter and remaining balances will be forfeited.

Funding Source			FY19/20 Reconciled C/o Bal	FY20/21 Allocations and Awards	Expenditures	Year-end Balance	Grants Active or Closed (Drop Down Box)
Rural Planning Assistance (RPA) Funds			**$59,922.47**	**$158,000.00**	$174,975.19	**$42,947.28**	
Pursuant to the MFTA(sec 3.C) & Regional Planning Handbook(sec 4.08); an RTPA cannot carryover more than 25% of its annual RPA allocation							
FTA 5304 Strategic Partnership Transit Grants							
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	
		Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
FHWA SPR Strategic Partnership Grants							
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	
		Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
RMRA (SB1) Sustainable Communities Grants							
FY 20/21	WE #8	Title Integrated Mobility &	$0.00	$239,651.00	$48,322.07	$191,328.93	ACTIVE
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	
		Total	**$0.00**	**$239,651.00**	**$48,322.07**	**$191,328.93**	
PTA Adaptation Planning Grants							
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	
		Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
RPA Discretionary Grants							
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	
		Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
SHA Sustainable Communities Grants							
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	
		Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
Total FY 2020-21 eligible State & Federal Funds:			**$59,922.47**	**$397,651.00**	**$223,297.26**	**$234,276.21**	

I understand that this represents a final statement of expenditure for **FY 2020-21** and no future requests for reimbursement will be processed by the State for payment.

Shannon Hansen

Name (Please Print)

Signature

Interim Director of Public Works & Transportation **8/25/2021**

Title (Please Print) Date

Rev 3/21

Attachment: Reconciliation Letter 8-31-21 (LTC-2021-27 : Approve a First Amendment to the FY 21/22 LTC Overall Work Program)

Mariposa County

Local Transportation Commission

Transportation Planning Overall Work Program

For Fiscal Year 2021-2022

Final 5/25/21

Adopted Resolution LTC - 2021-17

Amendment I – Pending LTC Approval 9/28/21

Mariposa County Local Transportation Commission
4639 Ben Hur Road
Mariposa, CA 95338
209-966-5356

Attachment: OWP FY 21-22 Amendment I - Draft 9-8-21 (LTC-2021-27 : Approve a First Amendment to the FY 21/22 LTC Overall Work Program)

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Attachment: OWP FY 21-22 Amendment I - Draft 9-8-21 (LTC-2021-27 : Approve a First Amendment to the FY 21/22 LTC Overall Work Program)

1. Introduction

The Work Program

The Overall Work Program (OWP) is a budget for one fiscal year. It identifies transportation planning activities and their funding sources. This OWP is for the 2021-2022 Fiscal Year: July 1, 2021 to June 30, 2022.

Together with the Master Fund Transfer Agreement (MFTA) and the Overall Work Program Agreement (OWPA), the OWP constitutes the annual funding contract between the State of California and the Mariposa County Local Transportation Commission for Rural Planning Assistance (RPA) funds.

The primary concerns addressed in this Work Program are:

- Funding for transportation planning projects and programs
- Coordination with federal, state, and local agencies
- Public participation and outreach
- Air Quality Conformity
- Consistency with the General Plan
- Improving transportation datasets and analysis capabilities

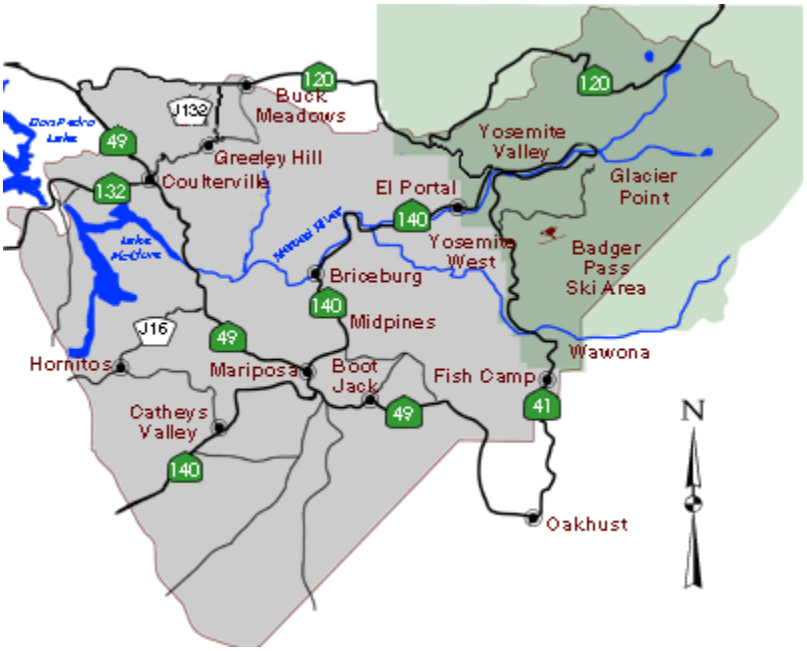
The main products of this Work Program will be:

- Final Closeout of 2021 Pavement Management Program Update (Funded by RPA)
- Final Closeout of 2021 Short Range Transit Plan Update (Funded by RPA)
- Begin process for Regional Transportation Plan 2023/2024 Update (Funded by RPA)
- Integrated Mobility and Housing Strategy Plan – that was started in FY 20/21 and is scheduled to be completed in FY 22/23 (Funded by SB1 SC with Local Share)
- Phase IV Mariposa Creek Parkway Special Plan – Started in FY 21/22 and is scheduled to be completed in FY 23/24 (Funded by SB1 SC with Local Share)

Attachment: OWP FY 21-22 Amendment I - Draft 9-8-21 (LTC-2021-27 : Approve a First Amendment to the FY 21/22 LTC Overall Work Program)

Regional Setting

Mariposa County is a rural, mountainous area with a population of approximately 17,471 (per the 2018 U.S. Census). It is estimated that every year approximately 4 million people travel through Mariposa County on their way to the Yosemite National Park. Portions of Yosemite National Park, the Sierra National Forest, the Stanislaus National Forest, and other public lands account for about half of the almost 1,500 square miles of land area. Two highways – State Routes 49 and 140 – traverse the County, and three others – Routes 41, 120, and 132 – have portions within it.



While the County does not experience the same kind of congestion problems that face most urban areas, the incremental, low density, and widespread development pattern that is emerging creates traffic problems of their own. The primary concern is with the maintenance and improvement of the County's roadways to a safe and appropriate standard. As new housing goes up in the rural areas of the county, deficiencies in the roadway system are becoming more apparent. However, due to the mountainous terrain over much of the land, Mariposa faces higher road construction and maintenance costs than many areas. When the higher costs are combined with the small population, piecemeal growth, and low density of development, paying for necessary infrastructure maintenance and improvements becomes a more difficult task.

In the recent past, much of the growth in Mariposa County has come from tourism – mostly related to Yosemite National Park – and from the migration of retirees from urban and suburban areas.

Attachment: OWP FY 21-22 Amendment I - Draft 9-8-21 (LTC-2021-27 : Approve a First Amendment to the FY 21/22 LTC Overall Work Program)

The Local Transportation Commission

The structure of the Mariposa County Local Transportation Commission has not changed since it was formed in 1975. The Local Transportation Commission (LTC) is composed of the (5) five members of the County Board of Supervisors, as there are no incorporated areas within the County. The County's Director of Public Works & Transportation is designated as the Executive Director of the LTC.

A Memorandum of Understanding between the Mariposa County Transportation Commission and the State of California was updated in 1999. This MOU describes the relationship between the State and County for transportation planning in Mariposa County.

The LTC has advisory committees that meet on an as-needed basis. These include the Policy Advisory Committee, Citizen's Advisory Committee. The LTC continues with conscientious efforts to fill vacancies to reestablish the Technical Advisory Committee (TAC) which remains vacant. The purpose and structure of these committees has been reviewed and the LTC bylaws updated accordingly. Additionally, a Social Services Transportation Advisory Council (SSTAC) meets prior to the Unmet Transit Needs Hearing and at other times, as needed. Currently the council meets two times annually. The council advises the LTC on transit and other transportation needs within the County.

Public Involvement

Public input by citizens or any interested party is encouraged by the LTC and welcomed at all LTC meetings. Noticed public hearings are held on topics such as Unmet Transit Needs and adoption of the Regional Transportation Plan. The LTC strives to include continuous community involvement in the development of plans and studies including online to gather feedback. Mariposa County is the ancestral home to numerous Native Americans (i.e. Tribes, communities, organizations, groups, and individuals). The LTC will outreach to the American Indian Council of Mariposa and other Native American, communities, organizations, groups and individuals for their participation. A Public Participation Plan was completed in 2009/2010 and more explicitly describes the LTC's public involvement goals and procedures.

Although there are no federally recognized Native American tribes within Mariposa County. California is the ancestral home to several federally recognized and non-federally recognized California Native American tribes, communities, organizations, groups, and individuals. Proactively pursuing early Native American involvement as mandated by federal and state guidelines, considered, and addressed during the earliest stages of transportation planning and programming, benefits local transportation agencies such as the Mariposa County LTC, Native Americans and Caltrans. We frequently reach out to Southern Sierra Miwuk Nation, North Fork Mono Rancheria, and Choinumni Tribe to name a few. Such efforts minimize impacts to projects by (a) avoiding potential delays and cost overruns, and (b) gaining important knowledge and information for protecting and preserving unique biological and cultural resources (i.e. flora, fauna, prehistoric sites, religious and ancestral places, etc.) for future generations.

Attachment: OWP FY 21-22 Amendment I - Draft 9-8-21 (LTC-2021-27 : Approve a First Amendment to the FY 21/22 LTC Overall Work Program)

Environmental Justice & Title VI

County staff addresses the effects of transportation planning on traditionally underrepresented and underserved populations, such as the elderly, disabled, low-income, and minority (i.e. Black, Hispanic, Asian American, Native Americans/Alaskan Native, and Pacific Islander) community groups and their leaders by involving the potentially affected public in developing transportation projects that fit harmoniously within the community without sacrificing safety or mobility. The county accomplishes this goal both formally and informally through newspaper announcements, public hearings, workshops, online, and meetings with traditionally underrepresented communities and community leaders and notices to local minority groups.

Mariposa County Local Transportation Commission will ensure that its programs, policies, and activities comply with Department of Transportation's (DOT) Title VI Regulations (49 CFR Part 21) and with Limited English Proficient (LEP) Persons requirements (70 FR 74087, December 14, 2005). Mariposa County Local Transportation Commission is committed to creating and maintaining a system that is free of all forms of discrimination, taking necessary preventive corrective and disciplinary actions to stem behavior that violates this policy or the rights and privileges it is designed to protect. FTA requires recipients to document compliance with DOT Title VI regulations by submitting a Title VI Program to their FTA regional civil rights officer once every three years.

Attachment: OWP FY 21-22 Amendment I - Draft 9-8-21 (LTC-2021-27 : Approve a First Amendment to the FY 21/22 LTC Overall Work Program)

2. The Transportation Planning Program

The Transportation Planning Program consists of multiple efforts, divided into Work Elements. The program and its elements are derived from various prior documents and programs including:

- The 2017 Regional Planning Handbook
- The 2017 Regional Transportation Plan
- The Regional Transportation Improvement Program and amendments
- The California Transportation Plan
- A 1990 Traffic Safety Evaluation of Mariposa County Roads conducted by the Institute of Transportation Studies
- YARTS and subsequent work in the development of a regional transit system
- The 1994 Mariposa County Highway 140 Transit Service Evaluation Report
- The 2021 Short Range Transit Plan (Pending LTC approval)
- The 2021 Pavement Management Program (Pending LTC approval)
- The 2011 Bicycle and Pedestrian Transportation Plan

Summary of Work Elements

- Work Element 1 - **Regional Transportation Plan (RTP)** and participate in regional planning efforts
- Work Element 2 - **Regional Transportation Improvement Program (RTIP)** preparation, Project Study Reports, and project monitoring
- Work Element 3 - **Transportation Planning Studies** for specific issues
- Work Element 4.1 - **Transit Planning** and coordination
- Work Element 4.2 – **Transportation Development Act (TDA)**
- Work Element 5 - **Air Quality Planning** and coordination
- Work Element 6 - **Public Information** and outreach
- Work Element 7 - **Maintenance of the Overall Work Program (OWP)**
- Work Element 8 – **Integrated Mobility and Housing Strategy Plan**
- Work Element 9 – **Phase IV Mariposa Creek Parkway Special Plan**

Attachment: OWP FY 21-22 Amendment I - Draft 9-8-21 (LTC-2021-27 : Approve a First Amendment to the FY 21/22 LTC Overall Work Program)

Funding

The LTC's Work Program is funded from three sources: Rural Planning Assistance funds, TDA and State Transportation Improvement Program "Planning, Programming & Monitoring" funds.

The RPA funding amount for Fiscal Year 2021-2022 for Mariposa County is $158,000.

Funding Amounts and Sources

$158,000	Rural Planning Assistance (RPA)
$ 39,500	Rural Planning Assistance (RPA) – Fiscal Year 20-21 Carryover
$ 35,000	STIP Planning Programming & Monitoring Funds (PPM)
$ 8,000	TDA Funds
$651,329	Planning Grant SB1 SC
$ 84,388	Local Match – Receives No Funding From RPA
$976,217	TOTAL BUDGETED AMOUNT

Funding by Element

Work Element	Funding Source					LTF Match (11.47%) Non RPA	Budget Amou
	RPA	Carryover FY 20-21	STIP PPM	TDA	Planning Grant SB1 SC, 88.53%		
1. RTP	35,000	15,000					50,0
2. RTIP			35,000				35,0
3. Transportation Planning Studies	36,000	7,000					43,0
4.1 Transit Planning	30,000	8,000					38,0
4.2 TDA				8,000			8,0
5. Air Quality Planning	15,000						15,0
6. Public Information	22,000						22,0
7.Maintenance of the OWP	20,000	9,500					29,5
8. Integrated Mobility and Housing Strategy					191,329	24,788	216,1
9. Phase IV Mariposa Creek Parkway Special Plan					460,000	59,598	519,5
Sub-Total	**158,000**	**39,500**	**35,000**	**8,000**	**651,329**		
Total		**$891,829**				**$84,386**	**$976,2**

RTP (Regional Transportation Plan), RTIP (Regional Transportation Improvement Program), TDA (Transportation Development Act)

Attachment: OWP FY 21-22 Amendment I - Draft 9-8-21 (LTC-2021-27 : Approve a First Amendment to the FY 21/22 LTC Overall Work Program)

Attachment: OWP FY 21-22 Amendment I - Draft 9-8-21 (LTC-2021-27 : Approve a First Amendment to the FY 21/22 LTC Overall Work Program)

County Match Requirements

Funding for Work Elements 1 – 7 do not require the County to match since they are 100% funded. Work Element 8 and 9 will require an 11.47% Local Match. 100% of the local match will be from the General Fund in the form of County of Mariposa Planning Department staff time.

Federal Planning Factors

The work elements in this program are consistent with Federal and State funding priorities including the ten FAST Act planning factors to the extent they apply to a rural area like Mariposa County. The ten planning factors are as follows:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
2. Increase the safety of the transportation system for motorized and non-motorized user.
3. Increase the security of the transportation system for motorized and non-motorized users.
4. Increase the accessibility and mobility of people and for freight.
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.
6. Enhance the integration and connectivity of the transportation system, across and between modes, people and freight.
7. Promote efficient system management and operation.
8. Emphasize the preservation of the existing transportation system.
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation.
10. Enhance travel and tourism.

The matrix on the following page shows which work element(s) address which emphasis area(s):

FAST Act Planning Factors						
	Work Element 1 (RTP)	Work Element 2 (RTIP)	Work Element 3 (Trans Planning Studies)	Work Elements 4.1, 4.2 Transit Planning, TDA)	Work Element 5 (Air Quality)	Work Element 6 (Public Info)
1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.	X		X	X		
2. Increase the safety of the transportation system for motorized and non-motorized users.	X	X	X	X		X
3. Increase the security of the transportation system for motorized and non-motorized users.	X	X	X	X		X
4. Increase the accessibility and mobility of people and for freight.		X	X	X		
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.	X		X		X	
6. Enhance the integraton and connectivity of the transportation system, across and between modes, for people and freight.	X	X	X	X		
7. Promote efficient system management and operation	X	X	X	X	X	X
8. Emphasize the preservation of the existing transportation system.		X		X		
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation.	X	X	X	X		
10. Enhance travel and tourism.	X		X	X		X

Attachment: OWP FY 21-22 Amendment I - Draft 9-8-21 (LTC-2021-27 : Approve a First Amendment to the FY 21/22 LTC Overall Work Program)

3. Work Elements

WORK ELEMENT 1
Regional Transportation Plan (RTP)

The RTP serves as a guide for transportation planning activities in Mariposa County. It is a long-range (20 year) planning document that establishes the region's transportation goals, policies, programs, projects, and the financial resources available to implement them. This element also includes inter-governmental coordination, on all matters of transportation policy in the County.

Previous Work

- Completed the 2019 Regional Transportation Plan (Adopted July 9, 2019)
- The LTC authorized the Counties RTP for Public Circulation and Associated Environmental Documentation (May 21, 2019)
- Identification of substandard roadway and intersection alignments for future projects (2021)

Proposed Products

- RFP for Regional Transportation Plan Update (April 2022)
- Prepare 2nd study of additional substandard roadway and intersection alignments to address RTP Objective 1.3. Locations will include the three (3) regional areas of Coulterville, Cathey's Valley, and Ponderosa Basin. (June 2022)

Work Activities

1. Prepare Preliminary roadway alignment studies to identify needed alignments and right of way requirements. (February 2022)
2. Identify roadways that require additional right of way. (February 2022)
3. Participate in Statewide planning efforts and in the Rural Counties Task Force which staff attends. (November 2021 and April 2022)
4. Monitor status and funding of projects in the RTP (October 2021 and May 2022)
5. Prepare RFP for Regional Transportation Plan Update including board item for LTC approval to advertise RFP and accept proposals (April 2022)
6. Publish Request for Proposal (May 2022)
7. Accept Regional Transportation Plan Update RFP's (June 2022)

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$50,000
	TOTAL	$50,000

Attachment: OWP FY 21-22 Amendment I - Draft 9-8-21 (LTC-2021-27 : Approve a First Amendment to the FY 21/22 LTC Overall Work Program)

WORK ELEMENT 2
Regional Transportation Improvement Program (RTIP)

This work element consists of programming and monitoring "STIP" projects. Projects are programmed every two years in the Regional Transportation Improvement Program (RTIP) that is submitted to the state and subsequently becomes part of the State Transportation Improvement Program (STIP). After that, projects are allocated for construction according to their programmed schedule. Project implementation must be monitored, including project delivery, timely use of funds, and compliance with State law and the California Transportation Commission's (CTC) guidelines. This work element consists of programming and monitoring "STIP" projects.

This element also includes preparation of Project Study Reports (PSR) for County road improvement projects. A PSR or equivalent is required by the CTC for any project that is seeking to be included into the State Transportation Improvement Program (STIP). Moreover, a PSR is used to evaluate the feasibility of each proposed project to be included in the STIP.

Previous Work

- 2020 Regional Transportation Improvement Program and subsequent amendments
- PSRs for RTIP/STIP Projects
- Allocation Request process complete for Triangle Road Roadway Rehabilitation (2021)

Proposed Products

- Professional Services Agreement with selected consultant and begin Triangle Road Roadway Rehabilitation project upon LTC approval (November 2021)
- STIP amendments (November 2021)
- Project Study Reports (PSRs) (June 2022)

Work Activities

1. RTIP project planning, programming, and monitoring (September 2021, December 2021, March 2022, and June 2022)
2. Monitor STIP projects. Triangle Road Roadway Rehabilitation project is now on the "Planned and Actual STIP Allocations List", secure PSA (July 2021), begin consultant selection (August 2021), begin project (November 2021)
3. Complete Preparation of Project Study Reports (PSR) for submittal to Caltrans in FY 22/23 (June 2022)

Funding

Funding Source	Work Performed by	Budgeted Amount
STIP PPM	LTC	$35,000
	TOTAL	$35,000

Attachment: OWP FY 21-22 Amendment I - Draft 9-8-21 (LTC-2021-27 : Approve a First Amendment to the FY 21/22 LTC Overall Work Program)

WORK ELEMENT 3
Transportation Planning Studies

The purpose of this element is to develop transportation plans, studies and programs other than the RTP and RTIP. The County engages in planning so that the transportation goals, needs for projects and policies implemented will help achieve better outcomes, consistent with statewide, regional, and local visions. Effective planning lays the groundwork for development, design, and delivery of successful transportation projects and policies.

System Planning developes a) Corridor Studies, b) Multi-Modal, Operation, Non-SHOPP Transportation Equity Report (MONSTER), c) District System Management Plan, and d) Active Transportation Plans.

Corridor Studies:
A corridor study serves as a quantitative assessment of current and future transportation needs in a corridor from a "complete streets" perspective. Addressing a period between twenty and forty years, the corridor plan evaluates operational strategies that maintain and optimize corridor performance and asset management in addressing travel delay, resilience, travel time reliability, mode shift, goods movement, vehicle miles traveled, congestion, and greenhouse gas reduction.

Monster:
The Monster provides reliable, accessible, shareable, quality controlled and documented data for use by Caltrans and its partners. The report supports analysis and decision making enabled by a robust data governance framework to get the right information to the right people at the right time.

District System Management Plan (DSMP):
A long-range improvement strategic and policy planning document, which is based on anticipated funding. The DSMP represents how the district envisions the transportation system will be maintained, managed and developed over the 20 years and beyond, and is the State's counterpart to the regional Transportation plan (RTP)

Active Transportation Plans:
System Planning prepares multi-modal Active Transportation Plans (ATP) that research, document, analyze, and plan strategies that address the needs of travelers of all ages, incomes, and abilities on the State Highway System. The Plan views all transportation improvements as opportunities to improve safety, access, mobility, and asset preservation for all active transportation users in the District. ATPs also recognize bicycle, pedestrian, and transit modes as integral elements of the transportation system that can play a role in the reduction of greenhouse gas emissions (GHG).

Attachment: OWP FY 21-22 Amendment I - Draft 9-8-21 (LTC-2021-27 : Approve a First Amendment to the FY 21/22 LTC Overall Work Program)

Attachment: OWP FY 21-22 Amendment I - Draft 9-8-21 (LTC-2021-27 : Approve a First Amendment to the FY 21/22 LTC Overall Work Program)

Previous Work

- Field road inventory, Traffic Counts, and Speed Limit Surveys on County roads
- Computer database relating land use to roadways
- State highway project (STIP) priority lists
- 2021 Pavement Management Program
- Geographic Information System development

Proposed Products

- LTC Adoption of the 2021 Pavement Management Program
- Summary List of Roads analyzed for ADT and/or Speed Survey (June 30, 2022)

Work Activities

PAVEMENT MANAGEMENT PROGRAM UPDATE:

1. Prepare board item for LTC and submit for review (September 29, 2021) Schedule on regular LTC agenda for adoption of the 2021 Pavement Management Program (October 19, 2021)

SUMMARY LIST OF ROADS:

2. Prepare Traffic volume counts on selected County roads for accurate Average Daily Traffic (ADT). Data collected is used in roadway projects, speed studies, short/long range travel, and traffic plans for alternate route analysis. The on-going work is performed throughout the year but limited during the winter season. The summary results detailed at the end of each quarter (September 2021, December 2021, March 2022, and June 2022)

3. Update street, right of way, and parcel detail into the Geographic Information System (GIS). (June 2022)

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$ 43,000
	TOTAL	$ 43,000

WORK ELEMENT 4.1
Transit Planning

This work element will be focused on the activities involved with local transit planning. This element also includes participation in Yosemite Area Regional Transportation System (YARTS). Mariposa annually networks with YARTS for the Low Carbon Transit Operations Program (LCTOP) allocation which provides transit services to Mariposa County residents.

Previous Work

- 2021 Short Range Transit Plan

Proposed Products

- LTC adoption of the 2021 Short Range Transit Plan (October 2021)
- Update County and Transportation Planning Websites with Adopted 2021 Short Range Transit Plan (October 2021)
- Provide a list of any needs and solutions identified in YARTS meetings in October 2021 and April 2021

Work Activities

1. Prepare board item for LTC and submit for review (August 13, 2021) Schedule on regular LTC agenda to receive Draft of the 2021 Short Range Transit Plan (September 21, 2021)
2. Prepare board item for LTC and submit for review (September 29, 2021) Schedule on regular LTC agenda to adopt Final 2021 Short Range Transit Plan (October 12, 2021)
3. Update County Websites with Adopted 2021 Short Range Transit Plan (November 1, 2021)
4. Meet with YARTS transit services to identify needs and to plan solutions to any issues presented and discuss potential enhanced routes and services. Include in deliverables any needs and solutions as a result of our meetings. (October 2021 and April 2022)
5. Participation in YARTS Authority Advisory Committee and Management Board meetings, subcommittee meetings, and coordination to enhance transit throughout the County. (December 2021 and May 2022)

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$38,000
	TOTAL	$38,000

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WORK ELEMENT 4.2
Transportation Development Act (TDA)

This work element allows the development and monitoring of the Social Services Transportation Improvement Act, including the County Unmet Transit Needs hearing, the Social Services Transportation Advisory Council (SSTAC), Transit Development Plan Updates, Transit Action Plans, and Social Services Transportation Inventories. Also included will be any other local transit related planning activities and administrative tasks, such as TDA fund allocations to transit operators and program audits.

Previous Work

- Social Services Transportation Inventories

Proposed Products

- Unmet Transit Needs public hearing and determination (June 2022)
- Federal Transit Administration (FTA) grant applications (April 15, 2022)

Work Activities

1. Social Services Transportation Advisory Committee meetings (October 2021 and April 2022)
2. Unmet Transit Needs Public Hearing and related reporting activities. (June 2022)
4. Track expenditures of LTF and STA Funds. (October 2021, January 2022, April 2022, and June 2022)
5. Research and complete the filing of FTA grant applications. (May 2022)
6. Apply for grants and other funding to enhance transit capital acquisition and operations. (December 2021)
7. Complete the annual fiscal audits. Develop and maintain records for the next performance audit. (June 2022)

Funding

Funding Source	Work Performed by	Budgeted Amount
TDA	LTC	$8,000
	TOTAL	$8,000

Attachment: OWP FY 21-22 Amendment I - Draft 9-8-21 (LTC-2021-27 : Approve a First Amendment to the FY 21/22 LTC Overall Work Program)

WORK ELEMENT 5
Air Quality Planning

The purpose of this work element is to advise the LTC on air quality issues and policies; to ensure that transportation plans, programs, and projects conform to the most recent air quality requirements; and to coordinate effectively with other government agencies on these matters.

Air quality conformity is the process wherein plans, programs, and projects are shown to meet the requirements of the Clean Air Act Amendments and the applicable State Implementation Plan. Mariposa County is designated to be in "non-attainment" for the pollutant ozone. It is important to involve the public in the regional transportation planning process and to participate with regional, local and state agencies, the general public and the private sector in planning efforts to identify and plan policies, strategies, programs and actions that maximize and implement the regional transportation infrastructure. To facilitate this, the LTC works closely with the Mariposa County Air District, Caltrans District 10, neighboring counties and other agencies on matters of air quality.

Previous Work

- Mariposa Air Quality Issues discussed with Mariposa Department of Environmental Health (February 2021 and June 2021)
- Countywide Map of Air Quality Tests and Observations (June 2021)

Proposed Products

- Agenda and Minutes for Mariposa Air Quality Issues and Policies (December 2021, June 2022)
- Countywide Map of Air Quality Tests and Observations updated each year (June 2022)

Work Activities

1. Coordinate and arrange a meeting with Mariposa Department of Environmental Health. The meeting will discuss issues and policies affecting transportation. The meeting will generate goals and objectives related to a Countywide Map of Air Quality (December 2021)
2. Participate in Federal and State Clean Air Act meetings and webinars when available.
3. Coordinate with partners to identify policies, strategies, programs, and actions that enhance the movement of people, goods, services and information on the regional, inter-regional, and state highway system. (December 2021 and June 2022)
4. Monitor air quality with the Department of Environmental Health; (September 2021, December 2021, March 2022, and June 2022)

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$15,000
	TOTAL	$15,000

Attachment: OWP FY 21-22 Amendment I - Draft 9-8-21 (LTC-2021-27 : Approve a First Amendment to the FY 21/22 LTC Overall Work Program)

WORK ELEMENT 6
Public Information

This element will help develop a public outreach campaign through informational brochures, a logo, and meetings. It is important to establish and maintain formal consultation with Native American Tribal Governments enabling their participation in local and state transportation planning and programming activities. The LTC believes in developing joint work programs with transportation and air quality agencies, including transit operators, to enhance coordination efforts, partnerships, and consultation processes – to facilitate outreach efforts and meetings with traditionally underrepresented and underserved populations such as the elderly, disabled, low-income, and minority communities, community groups and their leaders (i.e. Black, Hispanic, Asian American, and Pacific Islander). We also offer a "write in" and "phone in" option for all our public hearings to encourage greater community participation..

Previous Work

- A web page dedicated to the LTC, its schedule, information and available downloads
- Completed Public Participation Plan
- Brochure and Fact Sheet for County Wayfinding Signage and Walking Maps
- Completed Transit Marketing Plan

Proposed Products

- Public Outreach mailings, published public notices, and notices on County websites occure prior to the SSTAC Meetings (October 2021 and April 2022): also ahead of the Unmet Needs Hearing (June 2022)
- Meeting Minutes for Transportation Planning Public Outreach (June 2022)
- Update Mariposa Transportation Planning Web Page (June 2022)

Work Activities

1. The Public Outreach meeting, in the LTC Board Hearing Room, will invite the underserved populations, minority community groups and their leaders to participate and share their opinions, issues, and recommendations for how local and regional transportation affects them. We routinely reach out to Native American entities in our area to insure they are included in the Public Outreach process. The meeting will be documented and posted on the transportation planning website. (June 2022)

2. Update the LTC (Transportation Planning) Website with Public Hearing and Notices (October 2021, January 2022, April 2022, May 2022)

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$22,000
	TOTAL	$22,000

Attachment: OWP FY 21-22 Amendment I - Draft 9-8-21 (LTC-2021-27 : Approve a First Amendment to the FY 21/22 LTC Overall Work Program)

Attachment: OWP FY 21-22 Amendment I - Draft 9-8-21 (LTC-2021-27 : Approve a First Amendment to the FY 21/22 LTC Overall Work Program)

WORK ELEMENT 7
Maintenance of the Overall Work Program (OWP)

This work element will allow developing, monitoring and maintenance of the Overall Work Program. The Overall Work Program lays the foundation for the current fiscal year Transportation Planning Activities.

Previous Work

- Overall Work Program FY 2020-2021

Proposed Products

- Quarterly Progress Reports (Q1 – October 29, 2021, Q2 - January 31, 2022, Q3 – April 29, 2022, and Q4 - July 29, 2022)
- Formal and Administrative Amendments as needed (August 2021 – June 2022)
- OWP FY 2020-2021 Year End Closeout Package (August 31, 2021)
- Draft of the FY 2022-2023 OWP Due to Caltrans (March 1, 2022)
- Final Adopted FY 2022-2023 OWP to Caltrans (May 2022)
- Final Approved/Adopted FY 2022-2023 OWP and fully executed OWPA (June 30, 2022)

Work Activities

1. Formal and Administrative Amendments if required. (July 2021-May 2022)
2. Preparation of Quarterly Reports and Invoices throughout the Fiscal Year per the guidelines outlined in the 2017 Regional Planning Handbook. (October 2021, January 2022, April 2022, July 2022, & August 2022)
3. Preparing the FY 2022-2023 Draft OWP, Caltrans approval, LTC adoption, and ongoing updates to the OWP FY 2022-2023
4. Overall Work Program meetings with Caltrans Staff ongoing.

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$29,500
	TOTAL	$29,500

WORK ELEMENT 8
Integrated Mobility and Housing Strategy Plan

The purpose of this element is to combine stakeholder engagement and a range of analytical techniques to identify a pragmatic strategy for developing coordinated workforce housing and mobility projects in Mariposa County. A partnership between Mariposa County and Yosemite National Park, this collaborative will evaluate the suitability of strategic sites for medium- and high-density housing outside of the park, determine the mobility enhancements needed to connect future housing nodes with employment opportunities within the park, and recommend a strategy for jointly implementing the housing and mobility investments needed to connect Mariposa's residents to and from where they live and work. Responsible parties, partner agencies, and regional transit services providers who have or are anticipated to be engaged in the project include the Mariposa County Housing Department, Yosemite Conservancy, Mariposa County Housing Programs Advisory Committee, Yosemite Area Regional Transporation System (YARTS), Yosemite Employee Association, and others identified by the unfolding planning process.

The project is funded with SB1 funds, some of which are allocated through the SB1 Sustainable Communities Formula. The intent of the Sustainable Communities Formula Grants is to carry out the objectives of the region's RTP SCS (where applicable) and the RTP Guidelines Appendices K and L. By aligning enhancements in mobility (including both regional transit and active transportation modes) with future investments in multi-family housing, this project will result in a better connected, more livable, and equitable rural community. The final product, the Integrated Mobility and Housing Strategy Plan, is anticipated to be complete February 2023.

Previous Work

- Kick Off Meeting with District 10 staff (November 17, 2020)
- Task 1.2: Request for Proposals; report to LTC; Professional Services Agreement (March 2021)
- Task 1.3: Stakeholder Engagement Protocols (May 2021)
- Task 2.1: Planning Context summary white paper (July 2021)

Proposed Products

- Task 2.2: Collect Community Perspectives (July 2021 - February 2022)
- Task 2.3: Summarize Baseline Conditions (November 2021 - March 2022)
- Task 3.1: Preliminary Housing and Mobility Projects (March 2022-June 2022)
- Task 3.2: Community Engagement—Preliminary Housing and Mobility Projects (March 2022-June 2022)

Attachment: OWP FY 21-22 Amendment I - Draft 9-8-21 (LTC-2021-27 : Approve a First Amendment to the FY 21/22 LTC Overall Work Program)

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Work Activities

1. Activity 2.2: Collect Community Perspectives (July 2021 - February 2022)
    - With assistance from Mariposa County staff and Yosemite National Park, the consultant team will host a series of facilitated focus groups with strategic stakeholders to shape the inquiry and investigation in future tasks in the project. Participants in these dialogues will be targeted towards stakeholders with advanced knowledge and/or implementation responsibilities related to regional housing and mobility issues, emphasizing the needs and perspectives of disadvantaged community members. A final roster of focus group participants will be determined in conjunction with the selected consultant team, who will include central partners involved in the preliminary shaping of this project to date.

2. Activity 2.3: Summarize Baseline Conditions (November 2021 - March 2022)
    - After defining the planning context in which the Integrated Mobility and Housing Strategy occurs, and connecting with essential stakeholders to gain a qualitative understanding of the specific regional housing and mobility issues plaguing this segment of Mariposa County's workforce, the consultant team will collect these baseline conditions into a clear and compelling summary. This summary will describe the current and future need for both housing and related transit services to support that housing in Mariposa County for Yosemite National Park Personnel, functioning as a need's assessment, identifying benchmarks and performance measures by which to evaluate the recommendations developed in later project tasks. The format of the Baseline Conditions Summary will be determined in conjunction with the selected consultant team. This format will be incorporated into the final Integrated Mobility and Housing Strategy deliverable.

3. Activity 3.1: Preliminary Housing and Mobility Projects (March 2022-June 2022)
    - Having established benchmarks and performance measures for needed residential and mobility investments in the prior phase, the consultant team will next propose a preliminary vision for potential projects on 10-20 strategic sites in Mariposa County. Our partnership fully expects the ideas generated to be preliminary, and the materials are to be used to stimulate and structure community dialogue in subsequent project tasks. Potential sites will be identified through a rigorous analytical process which considers a variety of criteria. For each potential site, the consultant team will propose a strategy for providing the transportation investments needed to provide adequate mobility for potential future residents to and from employment opportunities in Yosemite. We anticipate that strategies may vary depending on site location, and could be site specific or could suggest larger, systemic enhancements to regional transportation infrastructure.

      Additionally, for each potential site, the consultant team will provide recommendations for development products that are appropriate for the individual site contexts. Recommendations will include conceptual proposals related to building scale and mass--but not more detailed physical characteristics, like articulation, form, or materiality.

Attachment: OWP FY 21-22 Amendment I - Draft 9-8-21 (LTC-2021-27 : Approve a First Amendment to the FY 21/22 LTC Overall Work Program)

4. Activity 3.2: Community Engagement—Preliminary Housing and Mobility Projects (March 2022-June 2022)
    - Our partnership conceptualizes the recommendations from the previous task as preliminary, and as an opportunity to foster meaningful dialogue with the community on rural context sensitive transit-oriented development. In this task, our partnership will apply innovative stakeholder engagement techniques to solicit feedback on the preliminary recommendations from a broad cross-section of the regional community.

      We anticipate these and future engagement activities to occur at two scales: first, among the core stakeholder groups who have served essential sounding boards in the shaping of this project to date, and second, among the wider regional community at large. The format and structure of these engagement activities will vary depending on the scale of the intended audience, and will correspond with

      the engagement protocols developed in conjunction with the selected consultant team during the first phase of the project. We anticipate a minimum of one meeting with each focus group convened in the previous phase, and a minimum of two interactive, hands-on workshops with the broader community at this phase. If necessary, community input will also be solicited electronically, through tools such as online surveys and workshop webinars.

Funding

Funding Source	Work Performed by	SB1 SC * AMOUNT	LTF Match (11.47%)	Budgeted Amount
(SB1 SC)	Planning / LTC and Consultants: TBD	$191,329	$24,788	216,117
	TOTAL	$191,329	$24,788	216,117

***Work Element 8 receives no funding from RPA.**

Attachment: OWP FY 21-22 Amendment I - Draft 9-8-21 (LTC-2021-27 : Approve a First Amendment to the FY 21/22 LTC Overall Work Program)

WORK ELEMENT 9
Phase IV Mariposa Creek Parkway Special Plan

This element pairs engagement with diverse local stakeholders, including housing and public health agencies, environmental stewardship non-profits, and the wider community, with rigorous site, market, and ecological analyses to articulate a vision for a sustainable neighborhood along the Mariposa Creek Parkway. The planned neighborhood will address Mariposa County's housing imbalance, gain new access encroachments to SR-49N, and establish an internal network of complete streets that support multi-modal transportation behavior and reduce greenhouse gas emissions. Deliverables include neighborhood site and land use plans, an economic development and investment strategy, and a phasing and action plan to guide implementation. This project advances the recommendations of the Mariposa Creek Parkway Master Plan (2020), and aligns with major local planning efforts, including the county's Bicycle and Pedestrian Master Plan (2011), Regional Transportation Plan (2012), Economic Vitality Strategy (2017), Housing Element (2019), and Comprehensive Housing Program Implementation Study (2018).

The project is funded with SB1 funds, some of which are allocated through the SB1 Sustainable Communities Formula. The intent of the Sustainable Communities Formula Grants is to carry out the objectives of the region's RTP SCS (where applicable) and the RTP Guidelines Appendices K and L. By aligning enhancements in mobility (including both regional transit and active transportation modes) with future investments in multi-family housing, this project will result in a better connected, more livable, and equitable rural community. The final product is anticipated to be complete February 2024.

Previous Work

- Conditions of Award Teleconference Meeting with District 10 staff (July 19, 2021)

Proposed Products

- Task 02: Executed contract between LTC and selected consultant team, including amendments as applicable (February 2022)
- Task 03: Existing Conditions and Context Report (June 2022)
- Task 04: Summary of Resilience and Equity Opportunities (September 2022)
- Task 05: Infrastructure and Investment Strategy (June 2023)
- Task 06: Project Funding Plan + Phasing and Action Plan (November 2023)
- Task 07: Phase IV Mariposa Creek Parkway Special Plan (February 2024)

Work Activities

Task 02. Consultant Procurement (February 2022)

- In this task, the steering committee will select a qualified multi-disciplinary consultant team with which to collaborate in the production and delivery of the Mariposa Creek

Attachment: OWP FY 21-22 Amendment I - Draft 9-8-21 (LTC-2021-27 : Approve a First Amendment to the FY 21/22 LTC Overall Work Program)

Parkway Phase IV Master Plan. This involves establishing a panel to develop a request for proposals, interview competitive consultant teams, evaluate teams based on their credentials and project approach, and offer a consensus-based recommendation to the LTC regarding the preferred consultant team.

Task 03. Inventory and Analysis (June 2022)

- Through the inventory and analysis task, the project team will build on the more general findings of the corridor-wide master plan to determine the site's specific conditions and context, with a special emphasis put on the characteristics that shape or limit development opportunities on the site. Due to the site's proximity to Mariposa Creek and the dramatic topography on portions of the project area, this task will be extremely important to understand how the neighborhood can be nestled into the riparian environment without degrading the ecological conditions on-site or downstream. Additionally, this task is important to note the factors which might limit the feasibility of future infrastructure enhancements, which will be essential to determining the scale of the fully developed neighborhood.

Funding

Funding Source	Work Performed by	SB1 SC * AMOUNT	LTF Match (11.47%)	Budgeted Amount
(SB1 SC)	Planning / LTC and Consultants: TBD	$460,000	$59,598	$519,598
	TOTAL	$460,000	$59,598	$519,598

***Work Element 9 receives no funding from RPA.**

Attachment: OWP FY 21-22 Amendment I - Draft 9-8-21 (LTC-2021-27 : Approve a First Amendment to the FY 21/22 LTC Overall Work Program)

REFERENCES

See Overall Work Program (OWP) Guidance, Appendices, for Transportation Planning and Programming Requirements Regarding Tribal Governments. Guidance is included for the protocol for government-to-government relations with federally recognized tribes and for public outreach with the Native American population.

Guidelines:

California Transportation Commission (CTC), current California Regional Transportation Plan Guidelines; Executive Order 12898 (Environmental Justice); and Title VI of the Civil Rights Act.

The CTC approved the following requirement in the RTP Guidelines: "the MPO's and RTPA should include a discussion of consultation, coordination and communication with federally recognized Tribal Governments when the community is located within the boundary of an MPO/RTPA".

Regulations:

Title 23, Code of Federal Regulations (CFR), CFR 49, Chapter 1, Part 450 Subpart C, Sections 450.104, 450.202, 450.31(i), 450.324(f)(1), and 450.330(a.

Statutes:

Title 23, United States Code (U.S.C.), Chapter 1, Sections 134(h)(3)(B), 134(i)(5), and 101(a)(23); SAFETEA-LU Section 3005, Subsection 5303(i)(2)(B), Section 6001, subsection 134(i)(2)(B), and 6002.

Attachment: OWP FY 21-22 Amendment I - Draft 9-8-21 (LTC-2021-27 : Approve a First Amendment to the FY 21/22 LTC Overall Work Program)

MFTA #: 74/
AGENCY DUNS #: 623257027
CFDA for Federal Funds 20.505*
CFDA for Federal Funds 20.205**

OVERALL WORK PROGRAM AGREEMENT (OWPA) for Mariposa County LTC

FY: 2021 - 2022 **OWP Board Approval Date:** 9/28/2021 **Amendment #:** 1

1. The undersigned signatory hereby commits to complete this Fiscal Year (FY) the Annual Overall Work Program (OWP), which has been approved by the Department of Transportation (Caltrans), Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) and is attached as part of this OWPA.

2. All of the obligations, duties, terms and conditions set forth in the Master Fund Transfer Agreements (MFTA)that was executed January 1, 2015 through December 31, 2024 with Caltrans are incorporated by reference as part of this OWPA for this FY.

3. Match amounts, sources, and eligibility for Regional Transportation Planning Funds listed below, must be in compliance with Federal, State, or contractually agreed upon requirements.

4. Subject to the availability of funds this FY OWPA funds encumbered by Caltrans include, but may not exceed, the following:

Funding Source	MIN Required Match %	CURRENT FY Allocated Programmed Amount	CARRYOVER Programmed Amount	Toll Credit Match	Local/In-Kind Match	TOTAL Estimated Expenditures
** FHWA PL (Toll Credit)	11.47%					$0.00
** FHWA PL (Local/In-kind Match)	11.47%					$0.00
* FTA 5303 (Toll Credit Match)	11.47%					$0.00
* FTA 5303 (Local/In-kind Match)	11.47%					$0.00
* FTA 5304	11.47%					$0.00
** FHWA SPR	20.00%					$0.00
RPA	0.00%	$158,000.00	$39,500.00			$197,500.00
RPA Grants	0.00%					$0.00
SHA Grants	11.47%					$0.00
SB1 Formula & Competitive	11.47%	$651,328.93			$84,388.36	$735,717.29
PTA Adaptation	11.47%					$0.00
Total Programmed Amount		**$809,328.93**	**$39,500.00**	**$0.00**	**$84,388.36**	**$933,217.29**

Agency Certification of Programmed Funds	District Approval of Programmed Funds
The Agency certifies that programmed amounts are representative of eligible and approved activities. Any expenses in excess of available and programmed funds will be borne solely by the agency.	The District has reviewed and approves the OWPA as submitted. Programmed amounts are representative of eligible and approved activities and is consistent with all obligations as approved in the OWP.
9/28/2021	
Authorized Signature — Date	*Authorized Signature* — Date
Shannon Hansen, Interim Director of Public Works & Transportation	
Printed Name and Title	Printed Name and Title

(HQ Department of Transportation Use Only)

The total amount of all funds encumbered by this document are: **$** _____

Fund Title: _____ Item: _____ Chapter Statute: _____ Fiscal Year: _____

Encumbrance Details:

Acct Line #	Project ID#	Amount $	Encumbrance Doc (Contract) Number

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and expenditure purpose stated above.

Signature of Department of Transportation Resources/Accounting Officer — Date

Attachment: MCLTC FY 2021-22 OWPA Amendment I (LTC-2021-27 : Approve a First Amendment to the FY 21/22 LTC Overall Work Program)

CFDA for Federal Funds *20.505 Metropolitan Transportation Planning and State and Non-Metropolitan Planning and Research/**20.205 Highway Planning and Construction

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

ORDINANCE 2021-1166

MEETING: September 28, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Adopt an Ordinance: Multi-County Managed Medical Care Commission

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RECOMMENDED ACTION AND JUSTIFICATION:
Waive the Second Reading and Adopt an Ordinance Adding Chapter 2.114 to Title 11 of the Mariposa County Code, Titled "Santa Cruz-Monterey-Merced-San Benito-Mariposa Multi-County Managed Medical Care Commission".

BACKGROUND AND HISTORY OF BOARD ACTIONS:
September 15, 2021: The ordinance was introduced.

April 20, 2021: The Mariposa County Board of Supervisors approved the submission of a Letter of Intent, in collaboration with Central California Alliance for Health (the Alliance), to change the county's Medi-Cal Managed Care (MCMC) plan to a County Organized Health System (COHS) model. On August 10, 2021, the Board of Supervisors received further information from and engaged in a discussion with Stephanie Sonnenshine, CEO for The Central California Alliance for Health, regarding the details involved in transitioning to the health plan and outlining the next steps - should the County decide to change MCMC models. These next steps include the introduction and adoption of an ordinance that would support Mariposa County joining the Multi-County Managed Care Commission and partnership with the Alliance.

The ordinance is a requirement of the State Department of Health Care Services (DHCS) for the process of changing the current county managed care plan model. On August 31, 2021, DHCS provided a letter offering conditional approval to Mariposa County and The Alliance. This approval and transition to a Multi-County Managed Care Commission is contingent upon the approval of the Mariposa County Board of Supervisors.

California's Medicaid program, Medi-Cal, is the largest state Medicaid program in the nation. Medi-Cal is a key source of health coverage in the state and the main source of coverage for low-income children, adults, and people with disabilities. The State is now approaching the end of the current managed care agreements (ending December 31, 2023) and counties are being given the opportunity to change their current "Plan Models".

For several decades Medi-Cal has been transitioning away from fee-for-services (FFS) payment and delivery system to one that relies on risk-based managed care. In 2010 the Affordable Care Act (ACA) was signed into law with the intention to increase the quality and affordability of health insurance, expand public and private insurance

coverage and reduce to costs of healthcare. In 2013-2014 Medi-Cal Managed Care was expanded to 28 rural counties, including Mariposa. Mariposa County currently operates Managed Care Medi-Cal under a Regional Model and utilizes Anthem Blue Cross and California Health and Wellness as its Medi-Cal delivery systems. Approximately 34% of Mariposa County residents are covered by Medi-Cal.

The Mariposa County Health & Human Services Agency has explored the opportunity to partner with the Central California Alliance for Health (the Alliance) to review the process of forming a County Organized Health System (COHS) with the Alliance as the Managed Care Organization (MCO) that would manage payment and delivery for our local Medi-Cal beneficiaries. The Alliance's COHS model plan was established in 1996 and currently serves Medi-Cal beneficiaries in Santa Cruz, Monterey, and Merced counties. An ordinance to join the Alliance program was introduced to the San Benito County Board of Supervisors on August 31, 2021.

The COHS model offers direct, local participation in the design strategies, local priority setting, benefit scope, service quality, and management of the public health plan through local representation on the Managed Medical Care Commission. This results in the delivery of innovative community-based health care services, greater preventive care, better medical outcomes, and cost savings. The Alliance is governed with local representation from each county on its Managed Medical Care Commission.

The Alliance offers significant advantages over the current plans for Mariposa County Medi-Cal beneficiaries and local healthcare providers. The Alliance works in partnership with contracted providers to promote prevention, early detection, and effective treatment, and improves access to quality health care for the Medi-Cal beneficiaries it serves. As the single Medi-Cal managed care plan operating in the county, consumers and providers will benefit from the availability of a locally governed, public, not for profit health plan that invests in its community.

Mariposa County Health and Human Services leadership, staff, and local healthcare partners recommend the move to a COHS model with the Central California Alliance for Health as the provider, to benefit our county Medi-Cal beneficiaries and our healthcare community.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not approve the proposed ordinance, Mariposa County will not have the opportunity to change its Managed Care Medi-Cal Health Plan.

ATTACHMENTS:
Draft Ordinance Multi County Managed Medical Care Commission.MT (PDF)
HHSA PowerPoint Presentation - COHS9.15.21 (PDF)
PUBLIC INPUT - Emai from Les Ybarra, President of California Medicaidl (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Tom Sweeney, District II Supervisors
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

ORDINANCE ADDING CHAPTER 2.114 TO TITLE 2 OF THE MARIPOSA COUNTY CODE TO ESTABLISH THE SANTA CRUZ-MONTEREY-MERCED-SAN BENITO-MARIPOSA MANAGED MEDICAL CARE COMMISSION

The Board of Supervisors of Mariposa County hereby finds and declares the following:

WHEREAS, pursuant to Welfare and Institutions Code Section 14087.54, any county or counties may establish a special Commission in order to meet the problems of the delivery of publicly assisted medical care in the county or counties and to demonstrate ways of promoting quality care and cost efficiency; and

WHEREAS, the Santa Cruz-Monterey-Merced Managed Medical Care Commission is a multi-county commission that has created a managed health care plan for Medi-Cal recipients; and

WHEREAS, the Commission wishes to expand to include San Benito County and Mariposa County; and

WHEREAS, this Board deems it appropriate to join the Commission and form a new Managed Medical Care Commission that will include San Benito and Mariposa Counties;

NOW THEREFORE the Board of Supervisors of the County of Mariposa ordains as follows:

SECTION I

2.114.010 Established.
2.114.020 Purpose.
2.114.030 Membership.
2.114.035 Membership composition.
2.114.040 Bylaws.
2.114.050 Quorum.
2.114.060 Status and power of the Commission.
2.114.080 Reports.
2.114.090 Vacancies.
2.114.100 Severability.

2.114.010 Established.

Pursuant to California Welfare and Institutions Code Section 14087.54, there is created the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission. This Commission is a multi-county commission representing Santa Cruz, Monterey, Merced, San Benito and Mariposa Counties. The Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission shall be established effective on that date that all five

counties have in effect substantially similar ordinances creating the Commission and a quorum of said Commission's members have met to conduct its initial public meeting. Upon the establishment of the Commission, all of the rights, duties, privileges, and immunities vested in Mariposa County by Welfare and Institutions Code Section 14087.5 et seq. (Division 9, Part 3, Chapter 7, Article 2.8) are instead transferred to and vested in the Commission, and shall continue to be so vested until Mariposa County formally terminates its participation in the Commission. Any action to terminate participation must be preceded by a 90-day notice to the other member counties and notice to the State Department of Health Care Services as set forth in Welfare and Institutions Code Section 14087.54 (g).

2.114.020 Purpose.

(A) The purpose of the Commission is to negotiate exclusive contracts with the California Department of Health Care Services and to arrange for the provision of health care services to qualifying individuals in Santa Cruz County, Monterey County, Merced County, San Benito County and Mariposa County who lack sufficient annual income to meet the cost of health care, and whose other assets are so limited that their application toward the cost of health care would jeopardize the person or family's future minimum self-maintenance and security, pursuant to Chapter 7 of Part 3 of Division 9 of the Welfare and Institutions Code.

(B) The Commission shall design and operate a program that:

(1) Delivers primary care via a contracted provider network which significantly improves access to primary care and related specialty and ancillary services for enrolled Medi-Cal recipients;

(2) Includes mechanisms for assuring that Commission-financed medical care services meet appropriate quality of care standards;

(3) Incorporates a plan of service delivery and implements reimbursement mechanisms which will promote the long-term viability of a locally operated Medi-Cal managed care system and participating "safety net" providers herein defined as Medi-Cal disproportionate share hospitals, County clinics and licensed community clinics;

(4) Implements a financial plan which includes the creation of a prudent reserve within three years of commencing operations, and which provides that if additional surplus funds accrue, they shall be used to expand access, improve benefits and augment provider reimbursement;

(5) Gives a high priority to increasing prevention, education, and early intervention services for enrolled recipients;

(6) Ensures that all program obligations, statutory, contractual or otherwise, shall be the obligations of the program and shall not be the obligations of Santa Cruz County, Monterey County, Merced County, San Benito County, Mariposa County or the State;

(7) Implements programs and procedures to ensure that a high level of member satisfaction is maintained.

(C) The Commission shall also be authorized to contract with public insurers, payors or plan sponsors to offer and/or administer their health care programs and to contract with private insurers or plan sponsors to administer their health care programs.

2.114.030 Membership.

(A) The Commission shall consist of a maximum of 25 voting members who, with the exception of the director or designee of the Health Department (or Health Services Agency) who shall work in the respective county and be appointed by the respective Board of Supervisors, shall be legal residents of the County of Santa Cruz appointed by the Board of Supervisors of Santa Cruz County, legal residents of Monterey County appointed by the Board of Supervisors of Monterey County, legal residents of Merced County appointed by the Board of Supervisors of Merced County, legal residents of San Benito County appointed by the Board of Supervisors of San Benito County, and legal residents of Mariposa County appointed by the Board of Supervisors of Mariposa County. The Commission shall be generally representative of the diverse skills, backgrounds, interests, and demography of persons residing in each county.

(B) Each member of the Commission shall have a commitment to a health care system which seeks to improve access to high quality health care for all persons, regardless of their economic circumstances, and which in fact delivers high quality care, and which in fact is financially viable. Members of the Commission shall likewise have an abiding commitment to, and interest in, a quality publicly assisted health care delivery system.

(C) The number of voting members of the Commission shall be based upon the number of Medi-Cal beneficiaries within each county and includes a maximum of five (5) members within a county with the number of Commissioners within a county and Commission representation categories determined according to the following formula:

1) Zero (0) to fifteen thousand (15,000) Medi-Cal beneficiaries within the county equals one (1) commission seat to be filled by the Director of the County Health Department (or Health Services Agency) or their designee;

(2) Fifteen thousand (15,000) to thirty thousand (30,000) Medi-Cal beneficiaries within the county equals two (2) commission seats to be filled as follows:

a) The Director of the County Health Department (or Health Services Agency) or their designee; and

b) One (1) at large representative of either the health care provider population or the population of beneficiaries to be served by the Commission.

(3) Thirty thousand (30,000) to forty-five thousand (45,000) Medi-Cal beneficiaries within the county equals three (3) commission seats to be filled as follows:

a) The Director of the County Health Department (or Health Services Agency) or their designee

b) One person representing health care providers; and

c) One person from the public representing the population of beneficiaries to be served by the Commission.

(4) Forty-five thousand (45,000) to sixty-thousand (60) Medi-Cal beneficiaries within the county equals four (4) commission seats to be filled as follows:

a) The Director of the County Health Department (or Health Services Agency) or their designee;

b) One member of the Board of Supervisors;

c) One person representing health care providers; and,

d) One person from the public representing the population of beneficiaries to be served by the Commission.

(5) 60,000 or more Medi-Cal beneficiaries within the county equals five (5) commission seats to be filled as follows:

a) The Director of the County Health Department (or Health Services Agency) or their designee;

b) One member of the Board of Supervisors;

c) One person representing health care providers;

d) One person from the public representing the population of beneficiaries to be served by the Commission; and

e) One at large representative of either the public representing the population of beneficiaries to be served by the Commission or one person representing health care providers.

(D) Any deletion of commissioners required based upon a change in the population of Medi-Cal beneficiaries within a county will be achieved through attrition, with a maximum of two (2) years to come into compliance with the membership provisions of this Chapter.

(E) Commissioners shall be appointed by majority vote of the Board of Supervisors of the respective county. Any Commission member may be removed from office by a four-fifths vote of the Board of Supervisors of the County originally appointing that member.

(F) Commissioners appointed by the Mariposa County Board of Supervisors shall serve terms of four years, with the exception of the initial selection of members. The majority of the Commission members initially appointed by the Mariposa County Board of Supervisors shall serve terms commencing on January 15th of the year in which the fourth district supervisor began a full term. The remaining members initially appointed shall serve terms commencing on January 15th of the year in which the fifth district supervisor began a full term. The initial appointment terms shall be drawn by lots. At the conclusion of a term, a member may be reappointed to a subsequent four-year term or terms.

2.114.035 Membership composition.

The Board of Supervisors declares that the individuals representing health care providers appointed to the Commission are intended to represent and further the interests of said providers, and that such representation and furtherance will ultimately serve the public interest. Accordingly, the Board finds that for purposes of determining whether any such Commissioner has a "financial interest" within the meaning of Government Code Section 87100., the industry, profession, and providers are tantamount to and constitute the public generally within the meaning of Section 87103 of the Government Code.

2.114.040 Bylaws.

Procedures for the conduct of business not otherwise specified in this chapter, including provisions for the creation of standing committees, shall be contained in bylaws adopted by the Commission and submitted to the Board of Supervisors of each County for final approval.

2.114.050 Quorum.

A majority of the appointed members of the Commission (excluding any positions that are vacant) shall constitute a quorum, and no act of the Commission shall be valid unless a majority of those members appointed and not disqualified from voting due to a conflict of interest concur therein. Any act of the Commission shall be accomplished by a roll call vote when such a vote is requested by any member in attendance.

2.114.060 Status and power of Commission.

(A) The Commission shall be considered an entity separate from the County of Santa Cruz, the County of Monterey, the County of Merced, the County of San Benito and the County of Mariposa. The Commission shall have all of the powers made available generally to commissions under Welfare and Institutions Code Section 14087.54. The Commission shall have the power to acquire, possess, and dispose of real or personal property, as may be necessary for the performance of its functions, to employ personnel and contract for services to meet its obligations, and to sue or be sued. Any obligations of the Commission, statutory, contractual, or otherwise, shall be the obligations solely of the Commission and shall not be the obligations of the County of Santa Cruz, the County of Monterey, the County of Merced, the County of San Benito, or the County of Mariposa.

2.114.080 Reports.

(A) The Commission shall submit an annual report to each respective Board of Supervisors and County Administrative Office on or before January 31st of each year. The report shall highlight the activities, accomplishments, and future goals of the Commission.

(B) Any of the respective Boards of Supervisors may request that the Commission submit progress reports and recommendations at any time.

2.114.090 Vacancies.
Vacancies occurring in the Commission shall be filled by the Board of Supervisors of the appointing County for the remainder of the unexpired term only.

2.114.100 Severability.
The provisions of this chapter are severable. If any section, paragraph, sentence, phrase, or word of this chapter is declared invalid for any reason, that decision shall not affect any other portion of this chapter, which shall remain in full force and effect.

SECTION II

This ordinance shall take effect thirty (30) days after its final passage pursuant to the provisions of Government Code Section 25123.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this ____ day of September 2021 by the following vote:

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

ABSTAIN: SUPERVISORS

_____

MARSHALL LONG, Chair

Board of Supervisors

ATTEST:

_____

René LaRoche

Clerk of the Board

APPROVED AS TO FORM:

_____

Steven W. Dahlem

County Counsel

Attachment: Draft Ordinance Multi County Managed Medical Care Commission.MT [Revision 2] (2021-ORD-1166 : Adopt an Ordinance: Multi-

MARIPOSA COUNTY ORDINANCE NO. ____

ORDINANCE ADDING CHAPTER 2.114 TO TITLE 2 OF THE MARIPOSA COUNTY CODE TO ESTABLISH THE SANTA CRUZ-MONTEREY-MERCED-SAN BENITO-MARIPOSA MANAGED MEDICAL CARE COMMISSION

The Board of Supervisors of Mariposa County hereby finds and declares the following:

WHEREAS, pursuant to Welfare and Institutions Code Section 14087.54, any county or counties may establish a special Commission in order to meet the problems of the delivery of publicly assisted medical care in the county or counties and to demonstrate ways of promoting quality care and cost efficiency; and

WHEREAS, the Santa Cruz-Monterey-Merced Managed Medical Care Commission is a multi-county commission that has created a managed health care plan for Medi-Cal recipients; and

WHEREAS, the Commission wishes to expand to include San Benito County and Mariposa County; and

WHEREAS, this Board deems it appropriate to join the Commission and form a new Managed Medical Care Commission that will include San Benito and Mariposa Counties;

NOW THEREFORE the Board of Supervisors of the County of Mariposa ordains as follows:

SECTION I

2.114.010 Established.
2.114.020 Purpose.
2.114.030 Membership.
2.114.035 Membership composition.
2.114.040 Bylaws.
2.114.050 Quorum.
2.114.060 Status and power of the Commission.
2.114.070 Reports.
2.114.080 Vacancies.
2.114.090 Severability.

Attachment: Draft Ordinance Multi County Managed Medical Care Commission.MT [Revision 2] (2021-ORD-1166 : Adopt an Ordinance: Multi-

2.114.010 Established.

Pursuant to California Welfare and Institutions Code Section 14087.54, there is created the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission. This Commission is a multi-county commission representing Santa Cruz, Monterey, Merced, San Benito and Mariposa Counties. The Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission shall be established effective on that date that all five counties have in effect substantially similar ordinances creating the Commission and a quorum of said Commission's members have met to conduct its initial public meeting. Upon the establishment of the Commission, all of the rights, duties, privileges, and immunities vested in Mariposa County by Welfare and Institutions Code Section 14087.5 et seq. (Division 9, Part 3, Chapter 7, Article 2.8) are instead transferred to and vested in the Commission, and shall continue to be so vested until Mariposa County formally terminates its participation in the Commission. Any action to terminate participation must be preceded by a 90-day notice to the other member counties and notice to the State Department of Health Care Services as set forth in Welfare and Institutions Code Section 14087.54(g).

2.114.020 Purpose.

(A) The purpose of the Commission is to negotiate exclusive contracts with the California Department of Health Care Services and to arrange for the provision of health care services to qualifying individuals in Santa Cruz County, Monterey County, Merced County, San Benito County and Mariposa County who lack sufficient annual income to meet the cost of health care, and whose other assets are so limited that their application toward the cost of health care would jeopardize the person or family's future minimum self-maintenance and security, pursuant to Chapter 7 of Part 3 of Division 9 of the Welfare and Institutions Code.

(B) The Commission shall design and operate a program that:

(1) Delivers primary care via a contracted provider network which significantly improves access to primary care and related specialty and ancillary services for enrolled Medi-Cal recipients;

(2) Includes mechanisms for assuring that Commission-financed medical care services meet appropriate quality of care standards;

(3) Incorporates a plan of service delivery and implements reimbursement mechanisms which will promote the long-term viability of a locally operated Medi-Cal managed care system and participating "safety net" providers herein defined as Medi-Cal disproportionate share hospitals, County clinics and licensed community clinics;

(4) Implements a financial plan which includes the creation of a prudent reserve within three years of commencing operations, and which provides that if additional surplus funds accrue, they shall be used to expand access, improve benefits and augment provider reimbursement;

(5) Gives a high priority to increasing prevention, education, and early intervention services for enrolled recipients;

(6) Ensures that all program obligations, statutory, contractual or otherwise, shall be the obligations of the program and shall not be the obligations of Santa Cruz County, Monterey County, Merced County, San Benito County, Mariposa County or the State;

(7) Implements programs and procedures to ensure that a high level of member satisfaction is maintained.

(C) The Commission shall also be authorized to contract with public insurers, payors or plan sponsors to offer and/or administer their health care programs and to contract with private insurers or plan sponsors to administer their health care programs.

2.114.030 Membership.

(A) The Commission shall consist of a maximum of 25 voting members who, with the exception of the director or designee of the Health Department (or Health Services Agency) who shall work in the respective county and be appointed by the respective Board of Supervisors, shall be legal residents of the County of Santa Cruz appointed by the Board of Supervisors of Santa Cruz County, legal residents of Monterey County appointed by the Board of Supervisors of Monterey County, legal residents of Merced County appointed by the Board of Supervisors of Merced County, legal residents of San Benito County appointed by the Board of Supervisors of San Benito County, and legal residents of Mariposa County appointed by the Board of Supervisors of Mariposa County. The Commission shall be generally representative of the diverse skills, backgrounds, interests, and demography of persons residing in each county.

(B) Each member of the Commission shall have a commitment to a health care system which seeks to improve access to high quality health care for all persons, regardless of their economic circumstances, and which in fact delivers high quality care, and which in fact is financially viable. Members of the Commission shall likewise have an abiding commitment to, and interest in, a quality publicly assisted health care delivery system.

Attachment: Draft Ordinance Multi County Managed Medical Care Commission.MT [Revision 2] (2021-ORD-1166 : Adopt an Ordinance: Multi-

(C) The number of voting members of the Commission shall be based upon the number of Medi-Cal beneficiaries within each county and includes a maximum of five (5) members within a county with the number of Commissioners within a county and Commission representation categories determined according to the following formula:

1) Zero (0) to fifteen thousand (15,000) Medi-Cal beneficiaries within the county equals one (1) commission seat to be filled by the Director of the County Health Department (or Health Services Agency) or their designee;

(2) Fifteen thousand (15,000) to thirty thousand (30,000) Medi-Cal beneficiaries within the county equals two (2) commission seats to be filled as follows:

a) The Director of the County Health Department (or Health Services Agency) or their designee; and

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(3) Thirty thousand (30,000) to forty-five thousand (45,000) Medi-Cal beneficiaries within the county equals three (3) commission seats to be filled as follows:

a) The Director of the County Health Department (or Health Services Agency) or their designee

b) One person representing health care providers; and

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(4) Forty-five thousand (45,000) to sixty-thousand (60) Medi-Cal beneficiaries within the county equals four (4) commission seats to be filled as follows:

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Attachment: Draft Ordinance Multi County Managed Medical Care Commission.MT [Revision 2] (2021-ORD-1166 : Adopt an Ordinance: Multi-

b) One member of the Board of Supervisors;

c) One person representing health care providers; and,

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c) One person representing health care providers;

d) One person from the public representing the population of beneficiaries to be served by the Commission; and

e) One at large representative of either the public representing the population of beneficiaries to be served by the Commission or one person representing health care providers.

(D) Any deletion of commissioners required based upon a change in the population of Medi-Cal beneficiaries within a county will be achieved through attrition, with a maximum of two (2) years to come into compliance with the membership provisions of this Chapter.

(E) Commissioners shall be appointed by majority vote of the Board of Supervisors of the respective county. Any Commission member may be removed from office by a four-fifths vote of the Board of Supervisors of the County originally appointing that member.

(F) Commissioners appointed by the Mariposa County Board of Supervisors shall serve terms of four years, with the exception of the initial selection of members. The majority of the Commission members initially appointed by the Mariposa County Board of Supervisors shall serve terms commencing on January 15th of the year in which the fourth district supervisor

Attachment: Draft Ordinance Multi County Managed Medical Care Commission.MT [Revision 2] (2021-ORD-1166 : Adopt an Ordinance: Multi-

began a full term. The remaining members initially appointed shall serve terms commencing on January 15th of the year in which the fifth district supervisor began a full term. The initial appointment terms shall be drawn by lots. At the conclusion of a term, a member may be reappointed to a subsequent four-year term or terms.

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2.114.040 Bylaws.

Procedures for the conduct of business not otherwise specified in this chapter, including provisions for the creation of standing committees, shall be contained in bylaws adopted by the Commission and submitted to the Board of Supervisors of each County for final approval.

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2.114.060 Status and power of Commission.

(A) The Commission shall be considered an entity separate from the County of Santa Cruz, the County of Monterey, the County of Merced, the County of San Benito and the County of Mariposa. The Commission shall have all of the powers made available generally to commissions under Welfare and Institutions Code Section 14087.54. The Commission shall have the power to acquire, possess, and dispose of real or personal property, as may be necessary for the performance of its functions, to employ personnel and contract for services to meet its obligations, and to sue or be sued. Any obligations of the Commission, statutory, contractual, or otherwise, shall be the obligations solely of the Commission and shall not be the obligations of the County of Santa Cruz, the County of Monterey, the County of Merced, the County of San Benito, or the County of Mariposa.

Attachment: Draft Ordinance Multi County Managed Medical Care Commission.MT [Revision 2] (2021-ORD-1166 : Adopt an Ordinance: Multi-

2.114.070 Reports.

(A) The Commission shall submit an annual report to each respective Board of Supervisors and County Administrative Office on or before January 31st of each year. The report shall highlight the activities, accomplishments, and future goals of the Commission.

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Vacancies occurring in the Commission shall be filled by the Board of Supervisors of the appointing County for the remainder of the unexpired term only.

2.114.090 Severability.

The provisions of this chapter are severable. If any section, paragraph, sentence, phrase, or word of this chapter is declared invalid for any reason, that decision shall not affect any other portion of this chapter, which shall remain in full force and effect.

SECTION II

This ordinance shall take effect thirty (30) days after its final passage pursuant to the provisions of Government Code Section 25123.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this ____ day of September 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
MARSHALL LONG, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
René LaRoche
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Attachment: Draft Ordinance Multi County Managed Medical Care Commission.MT [Revision 2] (2021-ORD-1166 : Adopt an Ordinance: Multi-

Potential Medi-Cal Managed Care Transition in Mariposa County

Prepared for the Board of Supervisors
September 15, 2021

Health & Human Services Agency
Mariposa County
Healthy. Safe. Thriving.

Attachment: HHSA PowerPoint Presentation - COHS9.15.21 (2021-ORD-1166 : Adopt an

Board Consideration

Will it benefit Mariposa County to transition from a **Regional Model** of Medi-Cal Managed Care to a **County Organized Health System (COHS) model**?

Attachment: HHSA PowerPoint Presentation - COHS9.15.21 (2021-ORD-1166 : Adopt an

Timeline

4/20/21: Board approves LOI

8/10/21: CCAH presents to Board

9/15/21: Ordinance 1st reading

9/21/21: Ordinance final reading; Board vote

IF APPROVED

10/1/21: Ordinance submitted to DHC

2022: Community engagement

2023: Transition readiness activities

2024: January 1st Go Live

Attachment: HHSA PowerPoint Presentation - COHS9.15.21 (2021-ORD-1166 : Adopt an

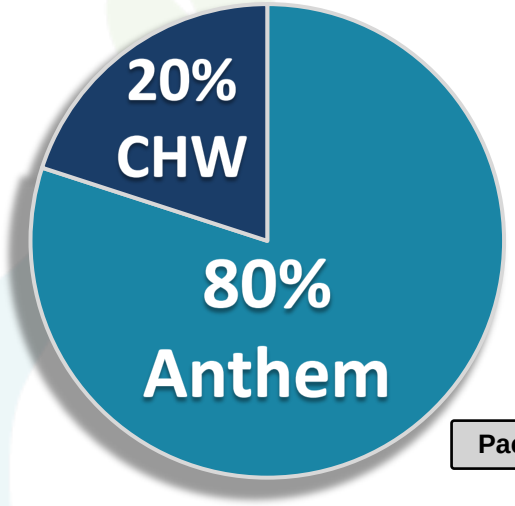
Medi-Cal Managed Care in Mariposa

Medi-Cal is California's Medicaid health care program, providing no cost or low-cost health benefits for eligible children, pregnant women, & families.

Managed Care is a health care delivery system organized to manage cost, utilization, and quality.

34%
of county residents are Medi-Cal beneficiaries

33%
of beneficiaries are children



Attachment: HHSA PowerPoint Presentation - COHS9.15.21 (2021-ORD-1166 : Adopt an

Managed Care Medi-Cal Plans

Regional Model

- Developed for the rural expansion of managed care
- For counties not choosing COHS or local initiative of a Two-Plan model
- Consists of two commercial health plans serving 2+ contiguous counties

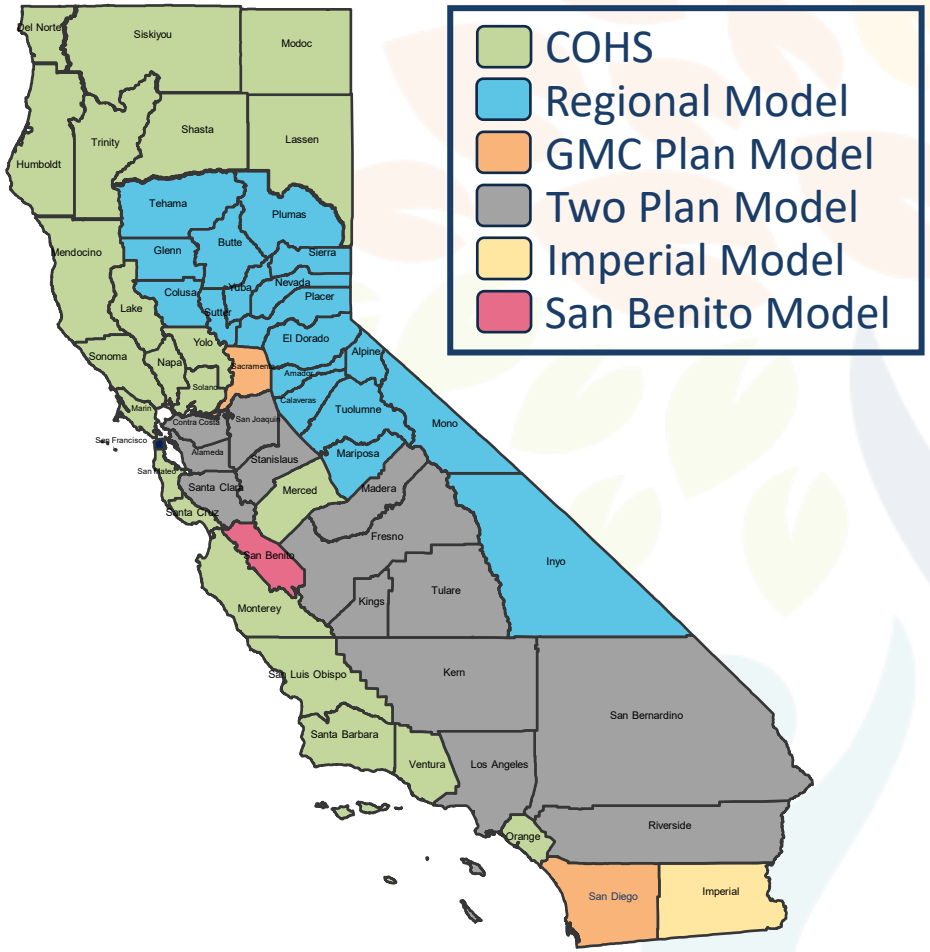
COHS

- Health plan run by the county
- Sole plan serving beneficiaries in its counties.
- Governed by residents via a Board of Commissioners

Attachment: HHSA PowerPoint Presentation - COHS9.15.21 (2021-ORD-1166 : Adopt an

Managed Care Medi-Cal Plans

Current



2024*



*If all changes are approved by local Boards and by DHCS.

Attachment: HHSA PowerPoint Presentation - COHS9.15.21 (2021-ORD-1166 : Adopt an

County Priorities Related to Health

Community Health Improvement Plan 2019

Goal 1: Access to Quality Care

Goal 2: Promoting Behavioral Health and Preventing & Treating Addiction

County Strategic Plan 2019-2022

Objective 2.3 Improve Access to Care

Community Needs Assessment 2019

Access to health care is one of the county's greatest unmet needs

Attachment: HHSA PowerPoint Presentation - COHS9.15.21 (2021-ORD-1166 : Adopt an

Comparative Health Plan Strengths

Health Plan	Anthem	CHW	CCAH
Data Transparency	-	-	+
Telehealth Utilization	-	-	+
Administrative Costs	-	-	+
Grant Opportunities	+	+	+
Preventive Programs	+	-	+

Attachment: HHSA PowerPoint Presentation - COHS9.15.21 (2021-ORD-1166 : Adopt an

2019 CAHPS Managed Care Survey

Medi-Cal Health Plan	Beneficiaries' Rating of Health Plan (Adults)	Beneficiaries' Rating of Health Plan (Child)	Beneficiaries' Rating of Access to Care
Anthem	Below state average	Below state average	Below state average
CHW	Below state average	Below state average	Above state average
CCAH	Above state average	Above state average	Above state average

Attachment: HHSA PowerPoint Presentation - COHS9.15.21 (2021-ORD-1166 : Adopt an

Medi-Cal Managed Care External Quality Review Technical Report 2019/2020

Plan	Anthem Region 2	CHW Region 2	CCAH Merced	CCAH Monterey, Santa Cruz
Child/Youth Access to Primary Care (Ages 7-11)	85%	82%	91%	95%
Timeliness of Prenatal Care	85%	91%	90%	92%
Screening for Depression (Ages 18–64)	.82%	.06%	4%	6%
Screening for Depression (Ages 65+)	<11 cases	.00%	3%	4%

Attachment: HHSA PowerPoint Presentation - COHS9.15.21 (2021-ORD-1166 : Adopt an

What Does HHSA Anticipate?

Remain the same

- No change to medical providers
- No change to expenses
- No change to current prescription coverage
- No change in eligibility for transportation services

Change or Improve

- More provider options
- Increased access to care
  - i.e. telehealth and transportation services
  - Provider recruitment
- Localized customer service

Attachment: HHSA PowerPoint Presentation - COHS9.15.21 (2021-ORD-1166 : Adopt an

HHSA Recommendation &Next Steps

HHSA recommends that the Mariposa County Board of Supervisors approves the local ordinance to participate in a COHS Model, transitioning to the Central California Alliance for Health Managed Care Medi-Cal plan.

Next Steps

- 9/21/21 Final reading of local ordinance

The Board of Supervisors will vote on whether to accept the ordinance and transition to a COHS model, effective 2024.

Attachment: HHSA PowerPoint Presentation - COHS9.15.21 (2021-ORD-1166 : Adopt an

Questions or Comments?

Thank you!

Attachment: HHSA PowerPoint Presentation - COHS9.15.21 (2021-ORD-1166 : Adopt an



Les Ybarra, President CA Medicaid
Anthem, Inc.
425 East Colorado Street, Suite 600
Glendale, CA 91205
(818) 914-8392

August 31, 2021

Marshall Long, Chair, Board of Supervisors
Mariposa County
VIA E-MAIL

Dear Chairman Long and Members of the Board:

Thank you for the work you and fellow Supervisors do to ensure the best healthcare for individuals in Mariposa County. As the state prepares to release an RFP for Medicaid coverage and you consider the potential to move from a county offering two choices of coverage for Medi-Cal beneficiaries to a single plan model, I respectfully submit these written comments for your consideration. Providing historical context and sharing Anthem Blue Cross' vision for implementing the quickly approaching, expansive changes required by CalAIM is a critical component in any decisions to be made about changing Medi-Cal offerings in Mariposa County.

Since 1994 Anthem Blue Cross has been a partner with the state in moving Medi-Cal from fee-for-service coverage to managed care. The transition was not always an easy one as evidenced in the early days of this endeavor as the "Regional Model" counties moved away from fee-for-service. Anthem Blue Cross continues to work with our provider partners to expand our network to ensure quality healthcare for our members in some of the most remote areas of our state.

These partnerships expand as we work with counties and critical Community-Based Organizations to build the substantial infrastructure and programs that bring enhancements required by the Department of Healthcare Services' (DHCS) CalAIM program. Our Special Programs team, led by Beau Hennemann, is a recognized leader in building CalAIM programs to reality. Changing to a single plan model halts the programs that have been built with CBOs over the past several years and requires a new system to be constructed in just a short time after they were implemented in January 2022.

We are proud of our service to our members and the communities in Mariposa County. We are committed to building out programs that move healthcare beyond facility walls and focus on the holistic needs of our members. As with the coverage we provide for our employer groups, for individuals in Covered California, and our senior members in Medicare, it is also true for our Medicaid members – having coverage options and a competitive marketplace empowers the individual and drives innovation. We ask that you keep these important health plan options open for your Medicaid constituents.

Your vote for a model change will remove Mariposa County from the statewide Medi-Cal bidding process and offer only a single plan for all members. In this letter I've highlighted some of our work as a county and state partner in building out the Medi-Cal networks and programs that represent choice and support for our current members. Thank you for any opportunity to dialogue with you ahead of your important vote on the contract change.

Sincerely,

Les Ybarra, President of California Medicaid

Attachment: PUBLIC INPUT - Emai from Les Ybarra, President of California Medicaidl (2021-ORD-1166 : Adopt an Ordinance: Multi-County

CC: Supervisor Smallcombe
Supervisor Sweeney
Supervisor Forsythe
Supervisor Menetrey
Rene LaRoche, Clerk of the Board

Attachment: PUBLIC INPUT - Emai from Les Ybarra, President of California Medicaidl (2021-ORD-1166 : Adopt an Ordinance: Multi-County

Medi-Cal News

Mariposa County | Quarterly Update

Anthem BlueCross

Attachment: PUBLIC INPUT - Emai from Les Ybarra, President of California Medicaidl (2021-ORD-1166 : Adopt an Ordinance: Multi-County

Local Community Focus

Community Relations - Actively engages with committees/coalitions as a member or participant.

- Living Free Initiative (Opioid Task Force)
- Maternal Mental Health Advisory Council
- Mariposa Health & Wellness Coalition
- Mariposa County Community Health Improvement Project Steering Committee Member
- Designing a Healthy Future – Summit on Improving Access to Quality Care in Mariposa County. Presented with panel of 6 on What's Possible in Mariposa County
- Moving Upstream: Chronic Disease Prevention - Optimizing Public Health and Healthcare Partnerships to Prevent Chronic Disease.
- Mariposa County System of Prevention Training – provided funding for 2 day event.
- Community Health Centers of America (CHCoA) – $1,250 in funding provided for education materials to be displayed in clinic/ exam rooms.
- MACT Health Board -
  - Inclusion in the CP4P incentive program tied to HEDIS performance and ability reach minimum performance level
- John C. Fremont Healthcare District
  - Involvement and partnership with local events:
    - International Women's Day
    - Breast Cancer Awareness Month
    - No Shave November
    - Activities for Elementary, Middle and High School
    - Back to School Health Fair
    - Women's Dinner, 2019, 2020, 2021 $5,000

CalAIM / Whole Person Care Pilot - Actively participated in Small County Whole Person Care Collaborative. Transitioned 17 members to Anthem Case Management. Scheduled case conferences for a warm handoff between teams. CalAIM monthly engagement meetings occurring.

Telehealth and Innovation

LiveHealth Online - Provided free telehealth access for all residents regardless of health plan affiliation during the wildfire and pandemic for urgent care and behavio health services via a members smartphone, tablet or computer..

Maternal Wellness on LiveHealth Online - Added a "Maternal Wellbeing" section to Live Health Online to provide more access to talk therapy (i.e. psychologist, clinical social worker). This expands access to therapy services for perinatal mood disorder, including postpartum depression.

Bright Heart Health - Provide telehealth services for those suffering from substance use disorder.

NOCD – members can virtually access specialized care with a licensed OCD-trained therapist and receive treatment for OCD using Exposure and Response Prevention (ERP).

Member Focus / Support

Transportation: Anthem provides non-medical and no emergency medical transportation to members with value-added services which includes transport to housing-related appointments, WIC, meals pick-up, COVID-19 testing, and vaccine appointments, etc.

Wildfire Support: Attended Resource Event for 2 wee providing information on replacement of ID cards and pharmacy refills.

COVID-19

- Outreach calls to top 5% most vulnerable members (successfully reached 1,786 members)
- COVID Meals served 51 members
- Distributed hand sanitizers to County agencies for community members.

MARIPOSA COUNTY

Agricultural Commissioner · (209) 966-2075

MEETING: September 28, 2021

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: Mariposa County Agricultural Crop & Livestock Reports

TITLE OF PRESENTATION:

Presentation of the Annual Mariposa County Agricultural Crop & Livestock Report.

BACKGROUND AND HISTORY:

In accordance with California Food and Agricultural Code section 2272 and section 2279, the presentation of the Annual Crop and Livestock Report for Mariposa County. This annual publication contains statistical information pertaining to the acreage, yield, and gross value of Mariposa County agricultural production.

Included in this presentation is the 2018, 2019 and the 2020 Mariposa County Agricultural Crop & Livestock reports.

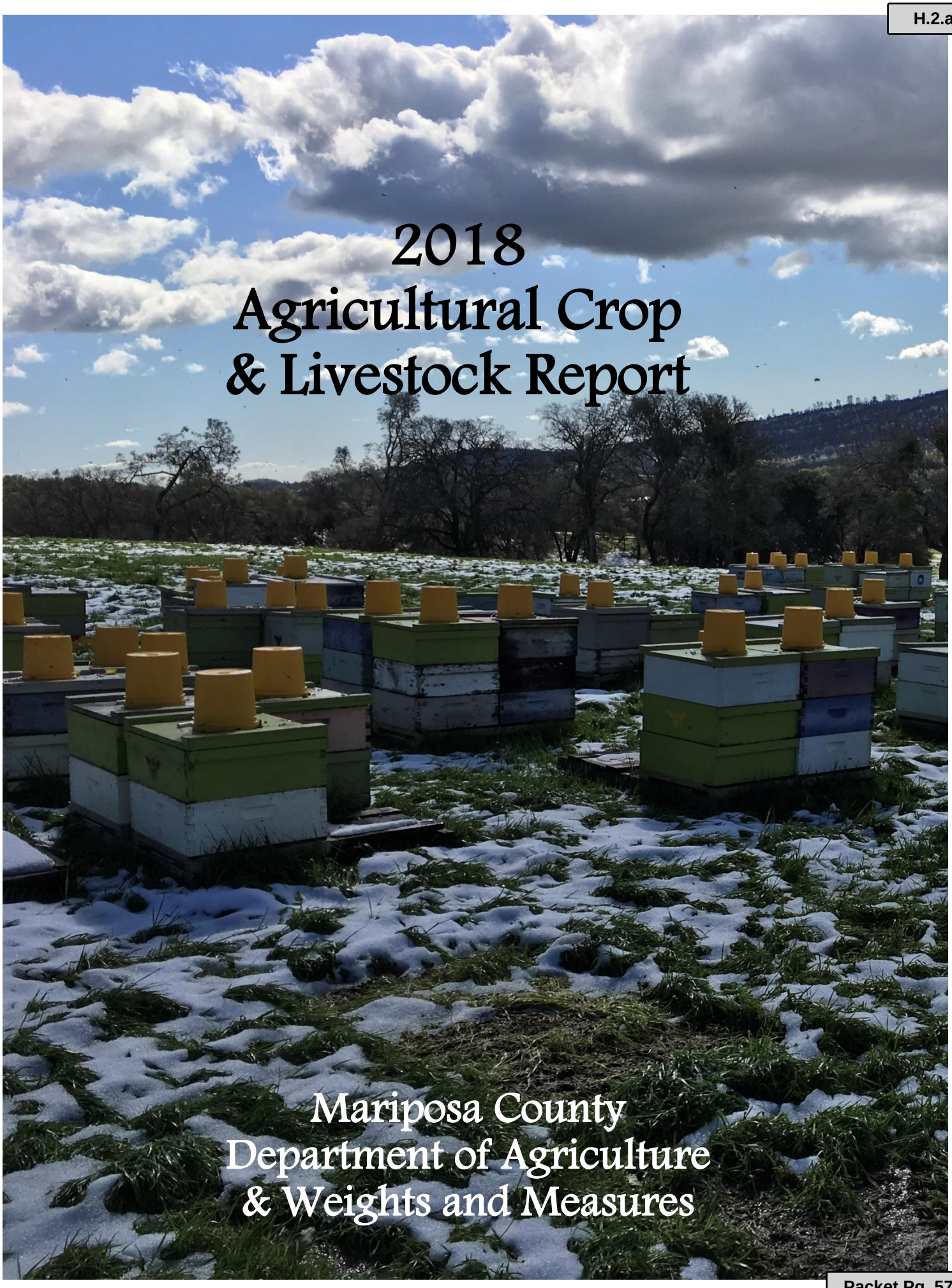
ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to receive the presentation and report.

ATTACHMENTS:

2018 Crop and Livestock Report (PDF)
2019 Crop and LIvestock Report (PDF)
2020 Crop and LIvestock Report (PDF)

RESULT: INFORMATION RECEIVED



2018 Agricultural Crop & Livestock Report

Mariposa County Department of Agriculture & Weights and Measures

Attachment: 2018 Crop and Livestock Report (12158 : Mariposa County Agricultural Crop & Livestock Reports)

Mariposa County Department of Agriculture

2018 Annual Agricultural Crop & Livestock Report

2018 Mariposa County Board of Supervisors

Rosemarie Smallcombe	District I, Chairperson
Merlin Jones	District II
Marshall Long	District III
Kevin Cann	District IV
Miles Menetrey	District V

County Administrative Officer
J. Dallin Kimble

2018 Agricultural Staff

David Robinson	Agricultural Commissioner
Monica Nielsen	Senior Agricultural & Standards Inspector
Tina Buirch	Agricultural & Standard Technician II
Debra Wass	Office Technician
Mercy Zelazo	Extra Help Agricultural Field Assistant

*cover photo taken by Agricultural Staff January 2019 Old Sol Apiaries

Attachment: 2018 Crop and Livestock Report (12158 : Mariposa County Agricultural Crop & Livestock Reports)

MARIPOSA COUNTY DEPARTMENT OF AGRICULTURE
& WEIGHTS AND MEASURES
OFFICE OF AGRICULTURAL COMMISSIONER/SEALER
Post Office Box 905, 5009 Fairgrounds Road
Mariposa, California 95338-0905

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Karen Ross, Secretary
California Department of Food & Agriculture
and
The Honorable Board of Supervisors of Mariposa County

Rosemarie Smallcombe, District I
Marshall Long, District III, Chairperson
Miles Menetrey, District V
Tom Sweeney, District II
Wayne Forsythe, District IV

In accordance with California Food and Agricultural Code section 2272 and section 2279, I am pleased to submit the 2018 Crop and Livestock Report for Mariposa County. This annual publication contains statistical information pertaining to the acreage, yield, and gross value of Mariposa County agricultural production.

Mariposa County's total gross value for agricultural production was estimated at $39,034,656. The agricultural production value continues to show the economic importance and the impact that agricultural production has on the local and regional economy. The contribution of agriculture to the economy of Mariposa County is not reflected in the values contained in this report. Goods, services, transportation, processing, marketing, employment, and other farm related services significantly multiply these values to benefit the local economy and the surrounding areas.

Cattle and Calves continue to be the county's leading agricultural commodity with a production value of $28,277,324, a 5% decrease from the previous year. Rangeland continues to rank second with a production value of $ 7,520,578 with a 5% increase over 2017. Forestry products saw a 41% increase from 2017 with a value of $1,225,200.

Miscellaneous Livestock which includes all poultry, sheep, goats, hogs, and alpacas, was valued at $431,300, a decrease of 69%. Miscellaneous Livestock Products include chicken, duck and geese eggs, turkey hatching eggs, all wools and mohair value was $1,013,392, a decrease of 61%. A large portion of the decreased values from the previous year were from lack of reporting and producers retiring.

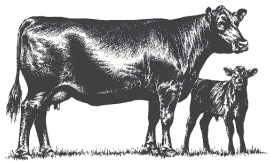
I must stress that these are gross values only and does not represent the net return to growers or the multiplier effect on the local economy. From these totals, growers pay their workers, water, fuel and electricity bills, bank loans or land leases, insurance, taxes, equipment, materials, and all other farming costs. This report reflects many combined categories, this is to keep reporting confidential and does not reflect upon individual operations. County crop reports are the smallest unit measured for any commodity.

I sincerely appreciate the cooperation and assistance of the many agricultural producers and ranchers, stakeholder, and public agencies that made this report possible, especially those providing data used in the compilation of this report. I would like to thank Mariposa County Department of Agricultural Inspector with their help compiling this report and their continued services to the agricultural industry in Mariposa County.

Respectfully Submitted
Monica Nielsen
Monica L. Nielsen
Agricultural Commissioner/Sealer (2021)

Attachment: 2018 Crop and Livestock Report (12158 : Mariposa County Agricultural Crop & Livestock Reports)

Livestock and Poultry						
Item	**Year**	**Number of Head**	**Total Weight**	**Unit**	**$/Unit**	**Total Value**
Cattle & Calves	**2018**	**37,685**	**191,063**	**cwt[1]**	**$ 148.00**	**$ 28,277,324**
	2017	38,773	144,290	cwt	$ 206.56	$ 29,804,542
Misc. Livestock	**2018**	Includes all Poultry, Sheep, Goats, Hogs, Alpacas				**$ 431,300**
	2017					$ 1,369,931
TOTAL	**2018**					**$ 28,708,624**
	2017					$ 31,174,473



Livestock & Poultry Products			
Item	Year		Total Value
Misc. Products	**2018**	Chicken, Duck and Geese Eggs, Turkey Hatching Eggs, All Wools and Mohair	**$ 1,013,392**
	2017		$ 2,630,586

Field Crops					
Item	**Year**	**Harvested Acres**	**Unit**	**Per Acre**	**Value**
Rangeland[2]	**2018**	**401,955**	**acre**	**$ 18.71**	**$ 7,520,578**
	2017	416,000	acre	$ 17.20	$ 7,165,520
Misc. Field Crops	**2018**	Sudan, Oat, Native, Other Pasture Hay, Irrigated Pastures			**$ 14,080**
	2017				$ 228,982
TOTAL	**2018**				**$ 7,534,658**
	2017				$ 7,394,502

Fruit, Nuts & Vegetables			
Item	**Year**		**Value**
Grapes/Wine	2018	Wine Grapes & Wine	**$ 334,190**
	2017		$ 162,580
Misc. Fruit, Vegetables, Nuts	2018	Almonds, Apples, Citrus, Herbs, Olives, Tree Fruit, and Miscellaneous Vegetables.	**$ 129,862**
	2017		$ 333,135
TOTAL	**2018**		**$ 464,052**
	2017		$ 495,715

1: cwt = Hundredweight: 100 pounds
2: Includes grazing permits on U.S. Forest Service, BLM, and other public lands
.
NOTE: VALUES MAY NOT TOTAL DUE TO ROUNDING

Attachment: 2018 Crop and Livestock Report (12158 : Mariposa County Agricultural Crop & Livestock Reports)

Apiary & Nursery Products				
	Year			Value
Apiary Products	**2018**	Includes Honey, Pollen, Bees Wax, and Pollination Fees	**$**	**27,500**
	2017		$	216,550
Nursery Products	**2018**	Nursery Stock[3] & Cut Flowers	**$**	**61,230**
	2017		$	59,000





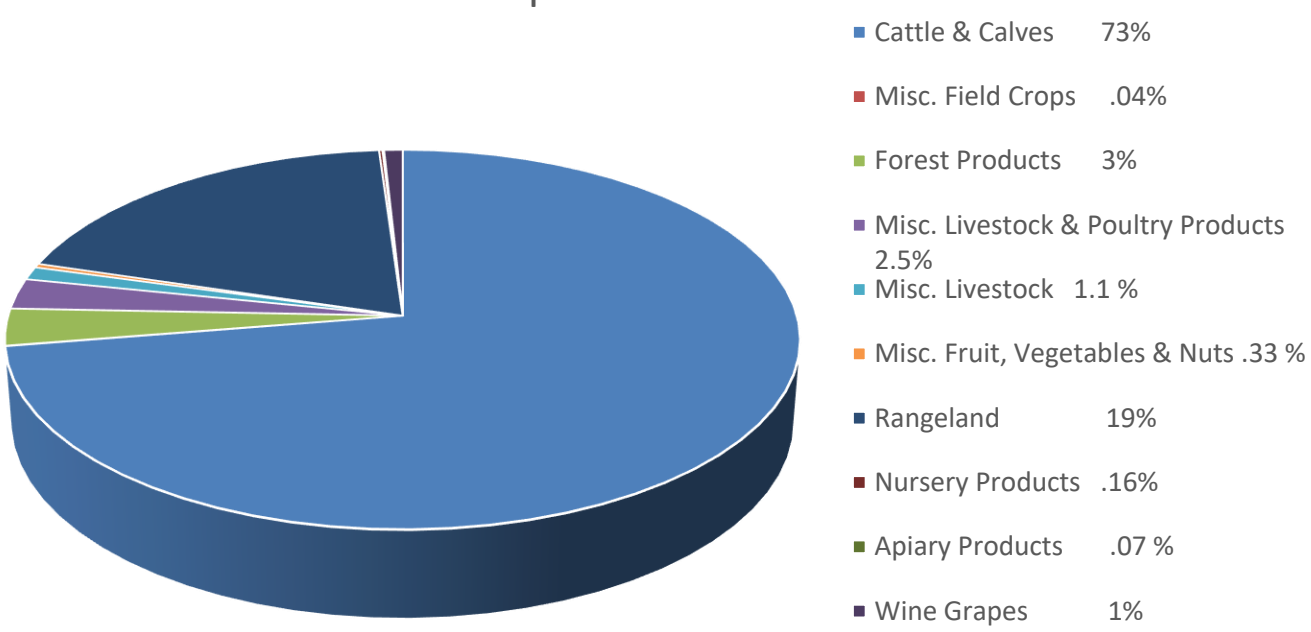
Forest Products				
	Year	MBF[5]		Value
Forest Products[4]	**2018**	**10,914**	**$**	**1,225,200**
	2017	9,519	$	637,889

Agricultural Crop Report Recapitulation

Commodity	Year		Total Value
Livestock & Poultry	**2018**	**$**	**28,708,624**
	2017	$	31,174,473
Livestock & Poultry Products	**2018**	**$**	**1,013,392**
	2017	$	2,630,586
Field Crops	**2018**	**$**	**7,534,658**
	2017	$	7,394,502
Fruit, Nuts & Vegetables	**2018**	**$**	**464,052**
	2017	$	414,425
All Apiary Products	**2018**	**$**	**27,500**
	2017	$	216,550
All Nursery Products	**2018**	**$**	**61,230**
	2017	$	59,000
TOTAL OF AGRICULTURAL COMMODITIES	**2018**	**$**	**37,809,456**
	2017	$	41,889,536
Forest Products	**2018**	**$**	**1,225,200**
	2017	$	637,889
TOTAL OF AGRICULTURAL COMMODITIES PLUS FORESTRY PRODUCTS	**2018**	**$**	**39,034,656**
	2017	$	42,527,425

3: Includes ornamental and native plants, conifers, herbs, roses, berries plants, vegetables plants, and iris
4: Includes timber sales, green sales, posts and poles, cordwood, and salvage for public (USFS, NFS, and BLM) and private lands.
5: Thousand Board Feet

Attachment: 2018 Crop and Livestock Report (12158 : Mariposa County Agricultural Crop & Livestock Reports)



Top Crops

2018			1998		
Cattle & Calves	$	28,277,324	Cattle & Calves	$	9,383,000
Rangeland	$	7,520,578	Rangeland	$	4,845,000
Forest Products	$	1,225,200	Misc. Livestock & Poultry Products	$	1,428,000
Misc. Livestock & Poultry Products	$	1,013,392	Forest Products	$	1,396,000
Misc. Livestock	$	431,300	All Poultry	$	979,000
Wine Grapes	$	334,190	Misc. Fruits & Nuts	$	478,000
Misc. Fruit, Vegetables & Nuts	$	129,862	Apples	$	243,000
Nursery Products	$	61,230	Sheep & Lambs	$	217,000
Apiary Products	$	27,500	Misc. Livestock	$	148,000
Misc. Field Crops	$	14,080	Honey	$	134,000
			Wine Grapes, All	$	104,000
			Nursery Stock	$	98,800

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Annual Sustainable Agriculture Report

Pest Detection-

This program provides a second line of defense against exotic pests through the detection of new invasive pests before they become widely established. The goal is to detect harmful pests early, so that eradication is biologically and economically feasible. Traps are placed primarily in urban areas to detect insect pests such as Mediterranean Fruit Fly, Gypsy Moths, Japanese Beetles, Khapra Beetle, and other targeted pest species. Trapping season is from May through October, traps are checked and serviced bi-weekly and rotated every 6 weeks to a new location.

The following insect trap were throughout Mariposa County.

Target Pest	Total Traps Placed	Host Crop
Gypsy Moth	200	Oaks & Pine Trees
Glassy Winged Sharpshooter	80	Various Trees & Shrubs
Mediterranean Fruit Fly	35	Fruit Trees
Japanese Beetle	16	Turf & Flowers
Light Brown Apple Moth	6	Various Trees & Shrubs
European Pine Shoot Moth	6	Pine trees
Asian Citrus Psyllid	1	Citrus
Khapra Beetle	3	Grain Products

Pest Management

Biocontrol

Pest	Agent/Mechanism	Scope of Program
Ash Whitefly, *Siphoninus phillyreae*	Parasitic Wasp, *Encarsia ssp.*	County Wide
Red Gum Lerp Psyllid, *Glycaspis brimblecombei*	Parasitic Wasp, *Psyllaephagus bliteus*	County Wide
Klamath Weed, *Hypericum perforatum*	Klamathweed beetle, *Chrysolina quadrigemina*	County Wide
Puncturevine, *Tribulus terrestris*	Seed & Stem Weevils, *Microlarinus lareynii*	County Wide
Yellow Starthistle, *Centaurea solstitialis*	Seed Head Weevil, *Bangasternus orientalis*	2 sites
	Hairy weevil,*Eustenopus villosu*	Various Sites
	Peacock Fly, Chaetorellia australis	4 sites

Pest Abatement

Pest	Method
Yellow Starthistle	Hand-pulled, biocontrol, mechanically removed, and chemically sprayed
Tocalote	Hand-pulled, biocontrol, mechanically removed, and chemically sprayed
Klamath Weed	Hand-pulled, biocontrol, mechanically removed, and chemically sprayed

Pest Exclusion

This program provides the first line of defense for California agriculture by performing inspections from intrastate and interstate shipments of plants and plant products. This provides protection from the introduction or spread of harmful insects, plant diseases, weeds, and other pests into the county through the movement of plants and plant products through normal channels of trade (UPS, truck deliveries, US Mail).

Mariposa County Agricultural Inspectors inspected 14,718 shipped items in 2018.

Organic Producers

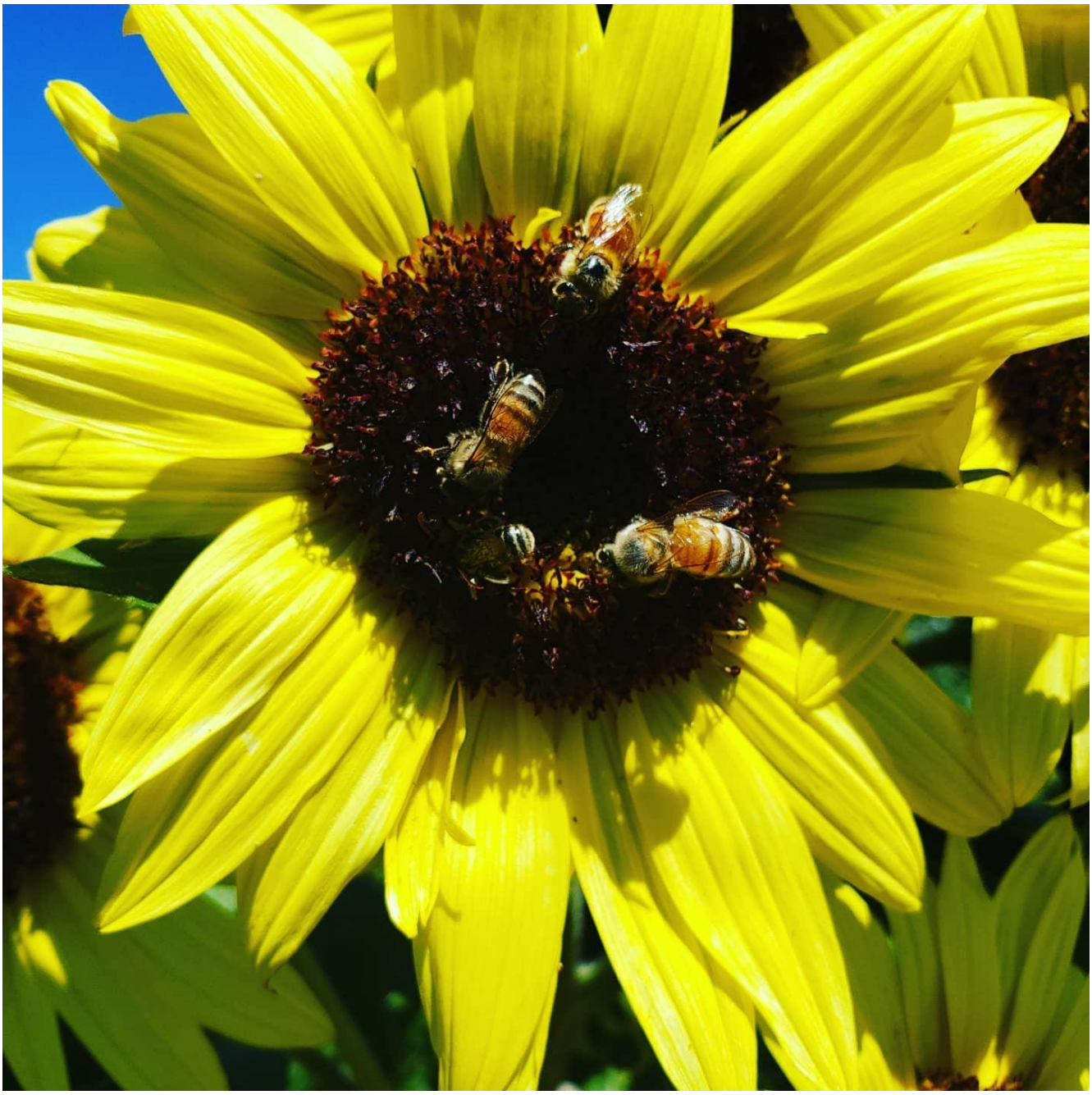
2018 Mariposa County had one Organic producer registered. However, most Certified Producers in Mariposa County that grow fruits and vegetables use all-natural farming methods.

Certified Farmers Market Program

2018 Mariposa County had four Certified Producers and one Certified Farmers' Market that was located at Stroming and 6th Street in the town of Mariposa held May through October.

Attachment: 2018 Crop and Livestock Report (12158 : Mariposa County Agricultural Crop & Livestock Reports)

2019
Agricultural Crop & Livestock Report



Mariposa County Department of Agriculture and Weights & Measures

Attachment: 2019 Crop and Llvestock Report (12158 : Mariposa County Agricultural Crop & Livestock Reports)

Mariposa County Department of Agriculture

2019 Annual Agricultural Crop & Livestock Report

2019 Mariposa County Board of Supervisors

Rosemarie Smallcombe	District I
Merlin Jones	District II
Marshall Long	District III
Kevin Cann	District IV
Miles Menetrey	District V, Chairperson

County Administrative Officer

J. Dallin Kimble

2019 Agricultural Staff

David Robinson	Agricultural Commissioner
Monica Nielsen	Senior Agricultural & Standards Inspector
Tina Buirch	Agricultural & Standard Technician II
Debra Wass	Office Technician
Mercy Zelazo	Extra Help Agricultural Field Assistant

**Cover Photo Sunflower at Raw Root Farms, Catheys Valley

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MARIPOSA COUNTY DEPARTMENT OF AGRICULTURE
& WEIGHTS AND MEASURES
OFFICE OF AGRICULTURAL COMMISSIONER/SEALER
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agcomm@mariposacounty.

Karen Ross, Secretary
California Department of Food & Agriculture
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In accordance with California Food and Agricultural Code section 2272 and section 2279, I am pleased to submit the 2019 Crop and Livestock Report for Mariposa County. This annual publication contains statistical information pertaining to the acreage, yield, and gross value of Mariposa County agricultural production.

Mariposa County's total gross value for agricultural production was estimated at $**37,259,591**. The agricultural production value continues to show the economic importance and the impact that agricultural production has on the local and regional economy. The contribution of agriculture to the economy of Mariposa County is not reflected in the values contained in this report. Goods, services, transportation, processing, marketing, employment, and other farm related services significantly multiply these values to benefit the local economy and the surrounding areas.

The top three commodities for 2019 include Cattle & Calves, Rangeland, and Miscellaneous Livestock. Cattle and Calves continued to be the county's leading agricultural commodity with a production value of $25,779,480. Rangeland continued to rank second with a production value of $7,763,585, a 3% increase over 2018. Miscellaneous Livestock, which includes all poultry, sheep, goats, hogs, and alpacas, finishes the top three with a value of $1,083,278, an increase of 60% from the prior year.

Forestry Products had a 31% decrease from 2018 to $839,732.

I must stress that these are gross values only and does not represent the net return to growers or the multiplier effect on the local economy. From these totals, growers pay their workers, water, fuel and electricity bills, bank loans or land leases, insurance, taxes, equipment, materials, and all other farming costs. This report reflects many combined categories, this is to keep reporting confidential and does not reflect upon individual operations. County crop reports are the smallest unit measured for any commodity.

I sincerely appreciate the cooperation and assistance of the many agricultural producers and ranchers, stakeholder, and public agencies that made this report possible, especially those providing data used in the compilation of this report. I would like to thank Mariposa County Department of Agricultural Inspector with help of compiling this report and their continued services to the agricultural industry in Mariposa County.

Respectfully Submitted
Monica Nielsen
Monica L. Nielsen
Agricultural Commissioner/Sealer (2021)

Attachment: 2019 Crop and Livestock Report (12158 : Mariposa County Agricultural Crop & Livestock Reports)

Livestock and Poultry						
Item	**Year**	**Number of Head**	**Total Weight**	**Unit**	**$/Unit**	**Total Value**
Cattle & Calves	**2019**	**37,685**	**189,555**	**cwt[1]**	**$136.00**	**$ 25,779,480**
	2018	37,810	191,063	cwt	$148.00	$ 28,277,324
Misc. Livestock	**2019**	Includes all Poultry, Sheep, Goats, Hogs, Alpacas				**$ 1,083,278**
	2018					$ 431,300
TOTAL	**2019**					**$ 26,862,758**
	2018					$ 28,708,624





Livestock & Poultry Products			
Item	Year		Total Value
Misc. Products	**2019**	Chicken, Duck and Geese Eggs, Turkey Hatching Eggs, All Wools and Mohair	**$ 1,014,380**
	2018		$ 1,013,392

Field Crops					
Item	**Year**	**Harvested Acres**	**Unit**	**Per Acre**	**Value**
Rangeland[2]	**2019**	**402050**	**acre**	**$19.31**	**$ 7,763,585**
	2018	401,955	acre	$ 18.71	$ 7,520,578
Misc. Field Crops	**2019**	Sudan, Oat, Native, Other Pasture Hay			**$ 14,080**
	2018				$ 14,080
TOTAL	**2019**				**$ 7,777,665**
	2018				$ 7,534,658

Fruit, Nuts & Vegetables			
Item	**Year**		**Value**
Grapes/Wine	**2019**	Wine Grapes and Wine	**$ 407,780**
	2018		$ 334,190
Misc. Fruits & Nuts	**2019**	Almonds, Apples, Citrus, Herbs, Olives, Tree Fruit	**$ 160,066**
	2018	Total Includes 2018 Misc. Vegetables	$ 129,862
Misc. Vegetables	**2019**	Misc. Vegetables	**$** 94,500
	2018	Total Included in 2018 Misc. Fruit and Nut	$
TOTAL	**2019**		**$ 567,846**
	2018		$ 462,052

1: cwt = Hundredweight: 100 pounds

2: Includes grazing permits on U.S. Forest Service, BLM, and other public lands

.

NOTE: VALUES MAY NOT TOTAL DUE TO ROUNDING

Attachment: 2019 Crop and Livestock Report (12158 : Mariposa County Agricultural Crop & Livestock Reports)

Apiary & Nursery Products				
	Year		**Value**	
Apiary Products	**2019**	Includes Honey, Pollen, Bees Wax, and Pollination Fees	**$**	**31,500**
	2018		$	27,500
Nursery Products	**2019**	Nursery Stock[3] & Cut Flowers	**$**	**71,210**
	2018		$	61,230



Forest Products				
	Year	**MBF[5]**	**Value**	
Forest Products[4]	**2019**	**9,992**	**$**	**839,732**
	2018	10,914	$	1,225,200

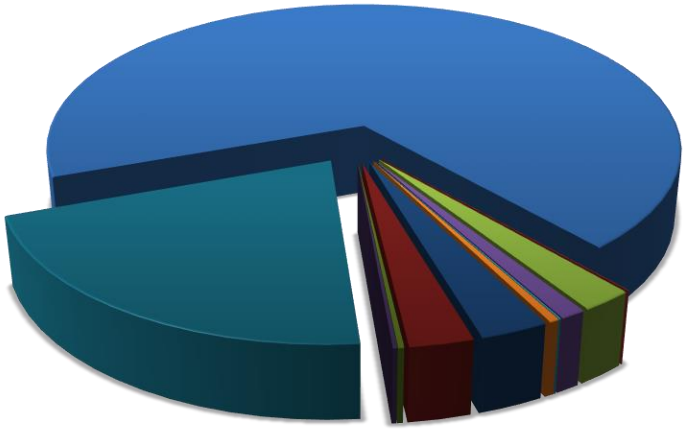
Agricultural Crop Recapitulation

Commodity	**Year**		**Total Value**
Livestock & Poultry	**2019**	**$**	**26,862,758**
	2018	$	28,708,624
Livestock & Poultry Products	**2019**	**$**	**1,014,380**
	2018	$	1,013,392
Field Crops	**2019**	**$**	**7,777,665**
	2018	$	7,534,658
Misc. Fruits, Nuts, Wine Grapes & Wine	**2019**	**$**	**567,846**
	2018	$	464,052
Misc. Vegetables	**2019**	**$**	**94,500**
	2018	Total Included in Misc. Fruit and Nut	
All Apiary Products	**2019**	**$**	**31,500**
	2018	$	27,500
All Nursery Products	**2019**	**$**	**71,210**
	2018	$	61,230
TOTAL OF AGRICULTURAL COMMODITIES	**2019**	**$**	**36,419,859**
	2018	$	37,809,456
Forest Products	**2019**	**$**	**839,732**
	2018	$	1,225,200
TOTAL OF AGRICULTURAL COMMODITIES PLUS FORESTRY PRODUCTS	**2019**	**$**	**37,259,591**
	2018	$	38,994,656

3: Includes ornamental and native plants, conifers, herbs, roses, berries plants, vegetables plants, and iris
4: Includes timber sales, green sales, posts and poles, cordwood, and salvage for public (USFS, NFS, and BLM) and private lands.
5: Thousand Board Feet

Attachment: 2019 Crop and Livestock Report (12158 : Mariposa County Agricultural Crop & Livestock Reports)

2019 Crop Recapitulation



- Cattle & Calves -69.19%
- Misc. Field Crops- .04%
- Forest Products- 2.25%
- Wine Grapes & Wine-1.09%
- Misc. Apiary Products - .08%
- Misc. Fruit & Nuts- .43%
- Misc. Livestock- 2.91%
- Misc. Livestock Products- 2.72%
- Misc. Vegetables- .25%
- Nusery Products- .19%
- Rangeland- 20.84%

Top Crops

2019			1999		
Cattle & Calves	$	25,779,480	Cattle & Calves	$	9,448,000
Rangeland	$	7,763,585	Rangeland	$	4,949,000
Misc. Livestock	$	1,083,278	Misc. Livestock & Poultry Products	$	1,638,000
Misc. Livestock & Poultry Products	$	1,014,380	Forest Products	$	1,106,000
Forest Products	$	839,732	All Poultry	$	1,017,000
Wine Grapes	$	407,780	Misc. Fruits & Nuts	$	473,000
Misc. Fruit & Nuts	$	160,066	Apples	$	262,000
Misc. Vegetables	$	94,500	Sheep & Lambs	$	209,000
Nursery Products	$	71,210	Misc. Livestock	$	136,000
Apiary Products	$	31,500	Nursery Stock	$	135,000
Misc. Field Crops	$	14,080	Wine Grapes, All	$	106,000
			Honey	$	91,900

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Annual Sustainable Agriculture Report

Pest Detection-

This program provides a second line of defense against exotic pests through the detection of new invasive pests before they become widely established. The goal is to detect harmful pests early, so that eradication is biologically and economically feasible. Traps are placed primarily in urban areas to detect insect pests such as Mediterranean Fruit Fly, Gypsy Moths, Japanese Beetles, Khapra Beetle, and other targeted pest species. Trapping season is from May through October, traps are checked and serviced bi-weekly and rotated every 6 weeks to a new location.

The following insect trap were throughout Mariposa County.

Target Pest	Total Traps Placed	Host Crop
Gypsy Moth	200	Oaks & Pine Trees
Glassy Winged Sharpshooter	80	Various Trees & Shrubs
Mediterranean Fruit Fly	35	Fruit Trees
Japanese Beetle	16	Turf & Flowers
Light Brown Apple Moth	6	Various Trees & Shrubs
European Pine Shoot Moth	6	Pine trees
Asian Citrus Psyllid	1	Citrus
Khapra Beetle	3	Grain Products

Pest Management

Biocontrol

Pest	Agent/Mechanism	Scope of Program
Ash Whitefly, *Siphoninus phillyreae*	Parasitic Wasp, *Encarsia ssp.*	County Wide
Red Gum Lerp Psyllid, *Glycaspis brimblecombei*	Parasitic Wasp, *Psyllaephagus bliteus*	County Wide
Klamath Weed, *Hypericum perforatum*	Klamathweed beetle, *Chrysolina quadrigemina*	County Wide
Puncturevine, *Tribulus terrestris*	Seed & Stem Weevils, *Microlarinus lareynii*	County Wide
Yellow Starthistle, *Centaurea solstitialis*	Seed Head Weevil, *Bangasternus orientalis*	2 sites
	Hairy weevil,*Eustenopus villosu*	Various Sites
	Peacock Fly, Chaetorellia australis	4 sites

Pest Abatement

Pest	Method
Yellow Starthistle	Hand-pulled, biocontrol, mechanically removed, and chemically sprayed
Tocalote	Hand-pulled, biocontrol, mechanically removed, and chemically sprayed
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Organic Producers

2019 Mariposa County had one Organic producer registered. However, most certified producers in Mariposa County that grow fruits and vegetables use all-natural farming methods.

Certified Farmers Market Program

2019 Mariposa County had four certified producers and one certified farmers' market that was located at Stroming and 6th Street in Mariposa town proper held May through October.

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2020 Agricultural Crop and Livestock Report



Mariposa County Department of Agriculture

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Mariposa County Department of Agriculture

2020 Annual
Agricultural Crop & Livestock Report

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MARIPOSA COUNTY

Mariposa County Board of Supervisors 2020

Rosemarie Smallcombe	District I
Merlin Jones	District II
Marshall Long	District III
Kevin Cann	District IV, Chairperson
Miles Menetrey	District V

County Administrative Officer
J. Dallin Kimble

2020 Agricultural Staff

David Robinson	Agricultural Commissioner 01/20-06/20
Donald Cripe	Agricultural Commissioner 07/20-03/21
Monica Nielsen	Senior Agricultural & Standards Inspector
Tina Buirch	Agricultural & Standard Technician II
Debra Wass	Office Technician
Mercy Zelazo	Extra Help Agricultural Field Assistant

Attachment: 2020 Crop and Livestock Report (12158 : Mariposa County Agricultural Crop & Livestock Reports)

MARIPOSA COUNTY DEPARTMENT OF AGRICULTURE
& WEIGHTS AND MEASURES
OFFICE OF AGRICULTURAL COMMISSIONER/SEALER
Post Office Box 905, 5009 Fairgrounds Road
Mariposa, California 95338-0905

Phone (209) 966-20
Fax (209) 966-20
agcomm@mariposacounty.

Karen Ross, Secretary
California Department of Food & Agriculture
and
The Honorable Board of Supervisors of Mariposa County

Rosemarie Smallcombe, District I
Tom Sweeney, District II
Marshall Long, District III, Chairperson
Wayne Forsythe, District IV
Miles Menetrey, District V

In accordance with California Food and Agricultural Code section 2272 and section 2279, I am pleased to submit the 2020 Crop and Livestock Report for Mariposa County. This annual publication contains statistical information pertaining to the acreage, yield, and gross value of Mariposa County agricultural production.

Mariposa County's total gross value for agricultural production was estimated at $37,259,591. The agricultural production value continues to show the economic importance and the impact that agricultural production has on the local and regional economy. The contribution of agriculture to the economy of Mariposa County is not reflected in the values contained in this report. Goods, services, transportation, processing, marketing, employment, and other farm related services significantly multiply these values to benefit the local economy and the surrounding areas.

This year Cattle and Calves was the county's leading agricultural commodity with a production value of $27,045,816 a 5% increase from 2019. Rangeland ranked second with a production value of $7,895,888, a 2% increase over 2019. Miscellaneous Livestock which includes all poultry, sheep, goats, hogs, and alpacas, was $1,130,865, a 4% increase from the prior year.

This year Wine Grapes was combined with Fruit & Nuts commodities to avoid disclosure of producers. The value for Wine Grapes, Fruits, and Nuts was $197,377, a 65% loss. This loss was a result of the 2020 California fires causing smoke taint to the wine grapes and producers/growers retiring.

Forestry Products also had a 73% decrease, a value of $230,381.

I must stress that these are gross values only and does not represent the net return to growers or the multiplier effect on the local economy. From these totals, growers pay their workers, water, fuel and electricity bills, bank loans or land leases, insurance, taxes, equipment, materials, and all other farming costs. This report reflects many combined categories, this is to keep reporting confidential and does not reflect upon individual operations. County crop reports are the smallest unit measured for any commodity.

I sincerely appreciate the cooperation and assistance of the many agricultural producers and ranchers, stakeholder, and public agencies that made this report possible, especially those providing data used in the compilation of this report. I would like to thank Mariposa County Department of Agricultural Inspector with help compiling this report and continued services to the agricultural industry in Mariposa County.

Respectfully Submitted

Monica Nielsen

Monica L. Nielsen
Agricultural Commissioner/Sealer (2021)

Attachment: 2020 Crop and Livestock Report (12158 : Mariposa County Agricultural Crop & Livestock Reports)



Conservation of Agricultural Lands - Williamson Act

The Williamson Act, also known as the California Land Conservation Act of 1965, enables local governments to enter into contracts with private landowners for the purpose of restricting specific parcels of land to agricultural or related open spaces.

Agricultural lands and their attendant values are an important part of the economy and the rural pastoral fabric in Mariposa County. In its General Plan, Mariposa County has designated an "Agriculture/Working Landscape" land use classification, to recognize that "lands for the production, extraction, or harvesting of food, fiber, timber and minerals" and "their historically and economically important activities are a major contributing factor to the County's character."

With respect to agricultural lands, the Board of Supervisors adopted Resolution No. 77-157 on October 18, 1977 to implement the California Land Conservation Act of 1965 (LCA), also referred to as **the Williamson Act**, by providing **a program for landowners to receive tax benefits under the California Constitution in return for their land "being used for the purpose of producing an agricultural commodity for commercial purposes" during the term of contract**. The California Legislature has determined that this program and the expenditure of public funds are in the public interest and necessary for the promotion of the general welfare. The orderly planning and use of land is in the public interest of all Mariposa County citizens. Resolution No. 2010-150, effective January 1, 2011, updated the Williamson Act program in Mariposa County.

Mariposa County's LCA program (as amended by Resolution No. 2010-150) requires biennial reporting by property owners of contracted lands. The following statistics are from the 2017-2018 Biennial Report (the most recently completed report):

There are 212,034 acres under Williamson Act contracts (818 parcels). Of this, 26,892 acres (178 parcels) are in non-renewal (parcels are in 19-year process to come out of contract).

There are an additional 743 acres in non-renewal that are government or municipal-owned.

- Provided by Mariposa County Planning Department



Livestock and Poultry							
Item	**Year**	**Number of Head**	**Total Weight**	**Unit**	**$/Unit**		**Total Value**
Cattle & Calves	**2020**	**37,939**	**177,933**	**cwt[1]**	**$152.00**	**$**	**27,045,816**
	2019	37,685	189,555	cwt	$136.00	$	25,779,480
Misc. Livestock	**2020**	Includes all Poultry, Goats, Hogs, Sheep, Alpacas				**$**	**1,130,865**
	2019					$	1,083,278
TOTAL	**2020**					**$**	**28,176,681**
	2019					$	26,862,758

Livestock & Poultry Products				
Item	Year			Total Value
Misc. Products	**2020**	Chicken, Duck and Geese Eggs, Turkey Hatching Eggs, All Wools and Mohair	**$**	**1,015,072**
	2019		$	1,014,380

Field Crops						
Item	**Year**	**Harvested Acres**	**Unit**	**Per Acre**		**Value**
Rangeland[2]	**2020**	**402,646**	**acre**	**$19.61**	**$**	**7,895,888**
	2019	402,050	acre	$19.31	$	7,763,585
Misc. Field Crops	**2020**	Sudan, Oat, Native, Other Pasture Hay			**$**	**14,880**
	2019				$	14,080
TOTAL	**2020**				**$**	**7,910,768**
	2019				$	7,776,665

1: cwt = Hundredweight: 100 pounds
2: Includes grazing permits on U.S. Forest Service, BLM, and other public lands



Attachment: 2020 Crop and Livestock Report (12158 : Mariposa County Agricultural Crop & Livestock Reports)



Fruits & Nuts			
Item	**Year**		**Value**
Grapes/Wine	**2020**	**Total Included in 2020 Misc. Fruits & Nuts**	**$**
	2019		$ 407,780
Misc. Fruits, Nuts	**2020**	Includes Grapes/Wine, Almonds, Apples, Citrus, Herbs, Olives, Tree Fruit	**$ 197,377**
	2019	Almonds, Apples, Citrus, Herbs, Olives, Tree Fruit	$ 160,066
Misc. Vegetables	**2020**	Misc. Vegetables and Mushrooms	**$ 106,500**
	2019		$ 94,500
TOTAL	**2020**		**$ 303,877**
	2019		$ 662,346

Apiary Products			
	Year		**Value**
Apiary Products	**2020**	Includes Honey, Pollen, Bees Wax, and Pollination Fees	**$ 64,430**
	2019		$ 31,500

Nursery Products			
	Year		**Value**
Nursery Products	**2020**	Nursery Stock & Cut Flowers[3]	**$ 60,952**
	2019		$ 71,210

Forest Products			
	Year	**MBF[5]**	**Value**
Forest Products[4]	**2020**	**3,593**	**$ 230,381**
	2019	9,992	$ 839,732

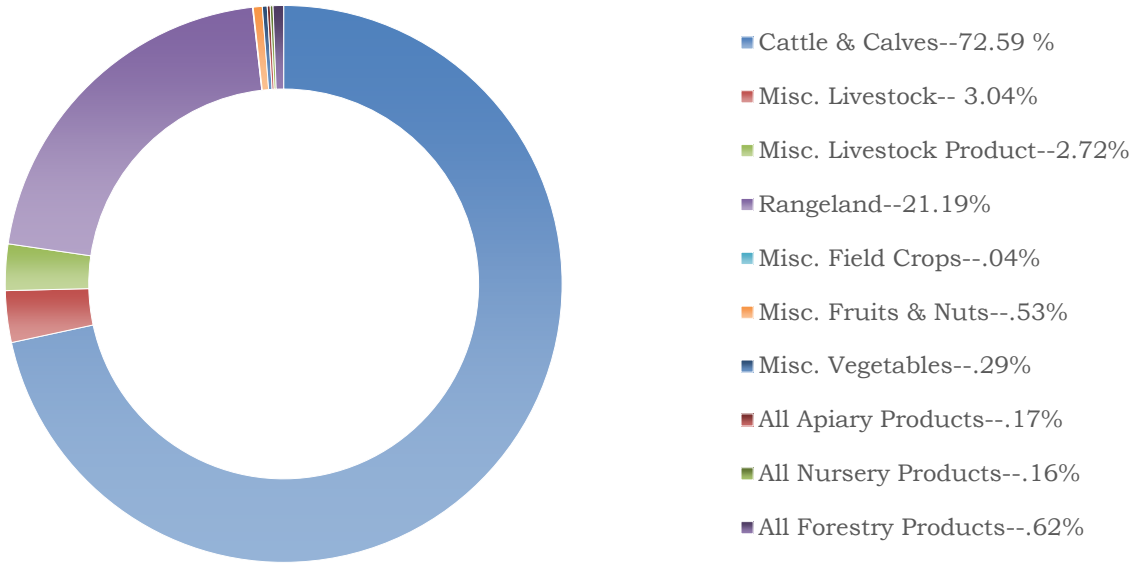
3: Includes ornamental and native plants, conifers, herbs, roses, berries plants, vegetables plants, and iris
4: Includes timber sales, green sales, posts and poles, cordwood, and salvage for public (USFS, NFS, and BLM) and private lands.
5: Thousand Board Feet

Attachment: 2020 Crop and Llvestock Report (12158 : Mariposa County Agricultural Crop & Livestock Reports)

Agricultural Crop Report Recapitulation

Commodity	Year		Total Value
Livestock & Poultry	**2020**	**$**	28,176,681
	2019	$	26,862,758
Livestock & Poultry Products	**2020**	**$**	1,015,072
	2019	$	1,014,380
Field Crops	**2020**	**$**	7,910,768
	2019	$	7,776,665
Misc. Fruits and Nuts	**2020**	**$**	197,337
	2019	$	567,846
Misc. Vegetables	**2020**	**$**	106,500
	2019		94,500
All Apiary Products	**2020**	**$**	64,430
	2019	$	31500
All Nursery Products	**2020**	**$**	60,952
	2019	$	71,210
TOTAL OF AGRICULTURAL COMMODITIES	**2020**	**$**	36,541,740
	2019	$	36,419,859
Forest Products	**2020**	**$**	230,381
	2019	$	839,732
TOTAL OF AGRICULTURAL COMMODITIES PLUS FORESTRY PRODUCTS	**2020**	**$**	36,772,121
	2019	$	37,259,591

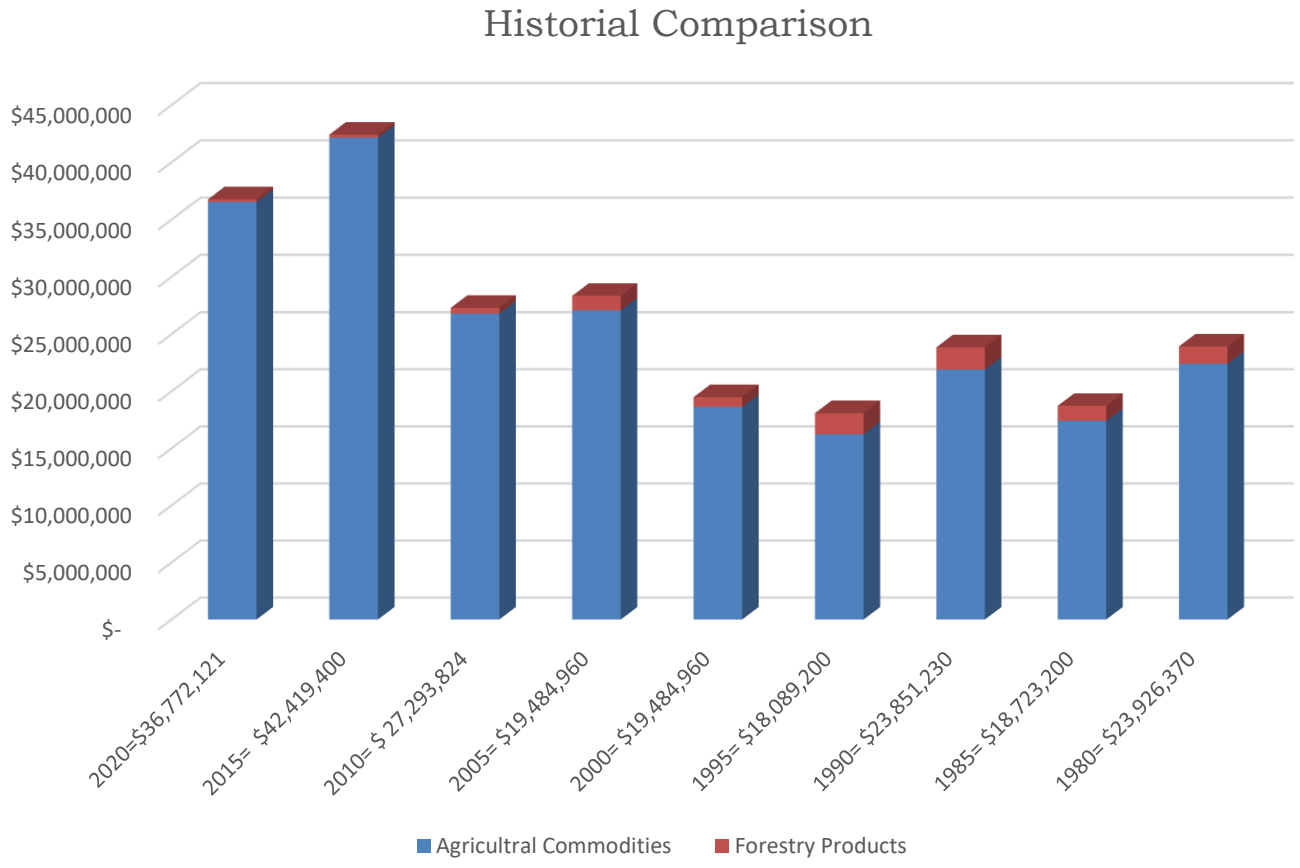
Recapitulation 2020



Attachment: 2020 Crop and Livestock Report (12158 : Mariposa County Agricultural Crop & Livestock Reports)

Top Crops

2020			2000		
Cattle & Calves	$	27,045,816	Cattle & Calves	$	9,346,000
Rangeland	$	7,895,888	Rangeland	$	5,058,000
Misc. Livestock	$	1,130,865	Misc. Livestock & Poultry Products	$	1,844,000
Misc. Livestock & Poultry Products	$	1,015,072	All Poultry	$	1,069,000
Forest Products	$	230,381	Forest Products	$	863,000
Misc. Fruit, Nuts & Grapes	$	197,337	Sheep & Lambs	$	230,000
Misc. Vegetables	$	106,500	Apiary Products, All	$	161,600
Nursery Products	$	60,952	Wine Grapes, All	$	159,000
Apiary Products	$	64,430	Nursery Stock	$	152,000
Misc. Field Crops	$	14,880	Misc. Fruits & Nuts	$	147,000
			Misc. Livestock	$	143,000
			Apples	$	124,000



Attachment: 2020 Crop and Llvestock Report (12158 : Mariposa County Agricultural Crop & Livestock Reports)

Annual Sustainable Agriculture Report

Pest Detection-

This program provides a second line of defense against exotic pests through the detection of new invasive pests before they become widely established. The goal is to detect harmful pests early, so that eradication is biologically and economically feasible. Traps are placed primarily in urban areas to detect insect pests such as Mediterranean Fruit Fly, Gypsy Moths, Japanese Beetles, Khapra Beetle, and other targeted pest species. Trapping season is from May through October, traps are checked and serviced bi-weekly and rotated every 6 weeks to a new location.

The following insect trap were throughout Mariposa County.

Target Pest	Total Traps Placed	Host Crop
Gypsy Moth	200	Oaks & Pine Trees
Glassy Winged Sharpshooter	80	Various Trees & Shrubs
Mediterranean Fruit Fly	35	Fruit Trees
Japanese Beetle	16	Turf & Flowers
Light Brown Apple Moth	6	Various Trees & Shrubs
European Pine Shoot Moth	6	Pine trees
Asian Citrus Psyllid	1	Citrus
Khapra Beetle	3	Grain Products

Pest Management

Biocontrol

Pest	Agent/Mechanism	Scope of Program
Ash Whitefly, *Siphoninus phillyreae*	Parasitic Wasp, *Encarsia ssp.*	County Wide
Red Gum Lerp Psyllid, *Glycaspis brimblecombei*	Parasitic Wasp, *Psyllaephagus bliteus*	County Wide
Klamath Weed, *Hypericum perforatum*	Klamathweed beetle, *Chrysolina quadrigemina*	County Wide
Puncturevine, *Tribulus terrestris*	Seed & Stem Weevils, *Microlarinus lareynii*	County Wide
Yellow Starthistle, *Centaurea solstitialis*	Seed Head Weevil, *Bangasternus orientalis*	2 sites
	Hairy weevil,*Eustenopus villosu*	Various Sites
	Peacock Fly, Chaetorellia australis	4 sites

Pest Abatement

Pest	Method
Yellow Starthistle	Hand-pulled, biocontrol, mechanically removed, and chemically sprayed
Tocalote	Hand-pulled, biocontrol, mechanically removed, and chemically sprayed
Klamath Weed	Hand-pulled, biocontrol, mechanically removed, and chemically sprayed

Pest Exclusion

This program provides the first line of defense for California agriculture. Inspections from intrastate and interstate shipments provide protection from the introduction or spread of harmful insects, plant diseases, weeds, and other pests into the county through the movement of plants and plant products as well as other items through normal channels of trade (UPS, truck deliveries, US Mail).

Organic Producers

2020 Mariposa County had three Organic producers registered. However, most certified producers in Mariposa County that grow fruits and vegetables use all-natural farming methods.

Certified Farmers Market Program

Mariposa County had one Certified Farmers' Market in 2020, it was located at Stroming and 6th Street. The market was held from May through October on Wednesday. In 2020 there was six Certified Producers.

Attachment: 2020 Crop and Livestock Report (12158 : Mariposa County Agricultural Crop & Livestock Reports)

MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk ·

RESOLUTION - ACTION REQUESTED 2021-561

MEETING: September 28, 2021

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: RTL Remittance Processing Agreement

RECOMMENDATION AND JUSTIFICATION:
Approve a Five Year Agreement with RT Lawrence Corporation for Tax Bill Payment Processing in an Amount Not to Exceed $67,000; and Authorize the Board of Supervisors Chair to Sign the Agreement: Approve Budget Action Increasing the Fund Balance and Appropriations in the Tax Collectors Cost Budget in the Amount of ($40,950) for the First Years Expense.

In 2019 Mariposa County purchased the Megabyte Property Tax System. One of the advantages to the system was the ability to use new technology to streamline current processes. One process that can be streamlined is payment processing. The attached agreement is from RT Lawrence Corp. (RTL). RTL is an integrated scanning and posting system that uses Optical Character Recognition to capture account information and payment data from the tax bill stubs and checks and then matches them to the tax system for posting. Mismatches are rejected and staff can then work to correct the problem. In addition to posting payments to the tax system, the data is also converted to a "Check 21" file for electronic posting to our bank. This will eliminate the need to scan them at the time of deposit to the treasury desk.

The initial payment is $40,950 which covers software, hardware, installation and one year of maintenance. There will be an ongoing annual maintenance charge for the remainder of the agreement.

This system is used by a majority of the Megabyte counties and is highly recommended.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has previously supported Agreements for services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the Agreement. The department will post tax payments manually.

FINANCIAL IMPACT:
Budget Resolution Attached

ATTACHMENTS:
RTL Remittance Processing Agreement (PDF)

REF ID# 12164

Pp09.14.21_Mariposa County_Canon SW and Services (PDF)
Budget Action RTL (PDF)

RESULT: WITHDRAWN AND RESCHEDULED Next: 10/5/2021 9:00 AM

Where Technology Meets Payments

Attachment: RTL Remittance Processing Agreement (RES-2021-561 : RTL Remittance Processing Agreement)

AGREEMENT FOR REMITTANCE PROCESSING SOLUTION

THIS AGREEMENT is made and entered into for the above stated project this _____ day of _____, 2021, by and between Mariposa County, as "Client," and RT LAWRENCE CORPORATION, hereinafter referred to as "Contractor."

WITNESSETH that Client and Contractor have mutually agreed as follows:

A. SECTION 1 – AGREEMENT DOCUMENTS

The Agreement consists of the terms herein, Attachment A, "RTLFiRST Remittance Processing Solution Proposal", which is attached hereto and incorporated herein by reference, and any addenda in the future which is agreed upon in writing by the parties, and which is attached hereto and incorporated herein by reference.

B. SECTION 2 – SCOPE OF WORK

Contractor agrees to sell to Client and the Client agrees to purchase from Contractor the equipment, accessories, licenses, training, services and maintenance enumerated in Attachment A. For and in consideration of the payments to be made by Client, Contractor agrees to promptly furnish the foregoing in a competent and professional workmanlike manner in accordance with industry standards.

C. SECTION 3 – CHANGES IN WORK SCOPE

No additional amounts shall be paid to Contractor by the Client for services or material not included in this Agreement without the prior written approval of the Client.

D. SECTION 4 – PAYMENT

Contractor agrees to receive and accept the payments as set forth in Attachment A as payment in full for the scope of work furnished under Section 2. Said payments shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the Agreement; and also including those arising from action of the elements, unforeseen difficulties, or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

Contractor shall send all billings to the Client as follows:

CLIENT NAME:	
Contact Person:	
Address Line 1:	
Address Line 2:	

Total cost to Client shall not exceed the amounts stated in Attachment A. Terms of payment shall be as stated in Attachment A.

Where Technology Meets Payments

Attachment: RTL Remittance Processing Agreement (RES-2021-561 : RTL Remittance Processing Agreement)

E. SECTION 5 – INSURANCE REQUIREMENTS

1. Contractor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code, and represents, warrants, and certifies compliance with such provisions.

2. Minimum Scope of Insurance: Coverage shall be at least as broad as:
   a. Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).
   b. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

3. Minimum Limits of Insurance: Contractor shall maintain limits no less than:
   a. General Liability: $1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
   b. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

4. Deductibles and Self-Insured Retentions:
   Any deductibles or self-insured retentions must be declared to and approved by the Client in writing. At the option of the Client either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Client, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5. Acceptability of Insurers
   Insurance required herein shall be provided by Admitted Insurers in good standing with the State of California. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Client.

6. Verification of Coverage
   Contractor shall furnish the Client with original endorsements effecting coverage required by this section. The endorsements shall be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the Client in writing before work commences. Client reserves the right to require Contractor's insurers to provide complete, certified copies of all required insurance policies at any time.

7. Contractor shall not receive any compensation until all insurance provisions have been satisfied.

Where Technology Meets Payments

F. SECTION 6 – INDEMNITY

Notwithstanding the insurance requirements set forth in Section 5 above, Contractor shall be responsible for all injuries to persons and for damages to real or personal property of Client, or any third parties, caused by or resulting from Contractor's negligence or willful misconduct in performing services hereunder. Contractor shall defend and hold harmless and indemnify the Client and its associated companies and their respective officers and employees from all costs and claims for damages to real or personal property, or personal injury to any third party resulting from the Contractor's negligence or willful misconduct in performing this Agreement.

G. SECTION 7 – RECORDS

1. Ownership. Client specific plans and specifications, not including Contractor's own product plans and specifications, prepared under this Agreement shall be delivered to, and shall become the property of the Client.

2. Maintenance. Contractor shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at its offices at all reasonable times for three (3) years from the date of final payment under this Agreement, for inspection by Client and copies thereof shall be furnished, if requested.

H. SECTION 8 – ASSIGNMENT

Contractor shall not assign any portion of the work under this Agreement without the prior written approval of Client.

I. SECTION 9 – INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of the Client. Client shall not have the right to control the manner and means by which Contractor's services are rendered pursuant to this Agreement; however, Client shall have the right to review the Contractor's work product, results, and advice.

J. SECTION 10 – LICENSES AND PERMITS

Contractor represents and warrants to Client that it has obtained all licenses, permits, qualifications, and approvals of whatever nature which are legally required to supply the scope of work under the Agreement, including but not limited to equipment and software. Contractor represents and warrants to Client that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Contractor to supply the scope of work under this Agreement.

Attachment: RTL Remittance Processing Agreement (RES-2021-561 : RTL Remittance Processing Agreement)

Where Technology Meets Payments

K. SECTION 11 – NOTICE

When notice is required to be provided under this Agreement, it shall be provided to the following persons at the following addresses:

	CONTRACTOR	**CLIENT**
Company Name:	**RT Lawrence Corporation**	
Attention:	John Phillips	
Title:	Director of Payment Solutions	
Address:	7740 Painter Avenue, Suite 100	
City/State/Zip Code:	Whittier, CA 90602	

L. SECTION 12 – GOVERNMENT LAW

The Agreement shall be governed by the laws of the State of California excluding its conflicts of law provisions.

M. SECTION 13 – INTEGRATION

This Agreement contains all of the agreement between the parties with respect to the subject matter of this Agreement. This Agreement supersedes any prior or contemporaneous oral or written agreements regarding the subject matter of this Agreement.

N. SECTION 14 – AUTHORITY

Contractor affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

O. SECTION 15 – DURATION AND TERMINATION

This Agreement shall remain in effect from October 1st 2021 to October 1st 2026 or until (1) terminated by mutual written agreement of the parties; (2) terminated upon thirty days written notice of a party in the event of an uncured material breach by the other party; or (3) terminated upon sixty days written notice by a party at any time for any reason, whichever occurs first. In the event of termination due to an uncured material breach by Contractor, Client shall owe no additional amounts hereunder, including any amounts outstanding.

Attachment: RTL Remittance Processing Agreement (RES-2021-561 : RTL Remittance Processing Agreement)

Where Technology Meets Payments

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the day and year first herein above written.

CLIENT
MARIPOSA COUNTY

Name: _____

Title: _____

Date: _____

CONTRACTOR
RT LAWRENCE CORPORATION

Name: Mr. Wingloon Lawrence Tong

Title: CEO/President

Date: _____

Attachment: RTL Remittance Processing Agreement (RES-2021-561 : RTL Remittance Processing Agreement)

Where Technology Meets Payments

Attachment A
Remittance Processing Solution Price Proposal

Attachment: RTL Remittance Processing Agreement (RES-2021-561 : RTL Remittance Processing Agreement)

RT Lawrence Corporation
7740 Painter Avenue, Suite 100 * Whittier, CA 90602 * Ph: 562.696.4843 * Fax: 866.330.3495
www.rtlawrence.com

ATTACHMENT A
RTLFiRST Remittance Processing Solution Proposal
with Canon CR -190iII Check Transport

Client Name: **Mariposa County Treasurer-Tax Collector**
Address: **4982 10th Street, Mariposa, CA 95338**
Attention: **Keith M. Williams**
Date: **September 14, 2021**
RTL Account Executive/Manager: John Phillips/Bernadette Padilla

Pricing

Part Number	Description	Qty	List Price	1st Year Support
	Hardware			
CAN-CR190i II	CR-190i II Check Transport (Automatic Document Feeder, 3 Output Pockets, MICR/OCR Reader, Built-in Imprinter	1	$3,000.00	
5357B001AA	1 Year ECarePack for CR-190i Advance Exchange Program	1		$399.00
0616b002aa	Ink Cartridge for Canon CR-190i	1	Incl	N/A
	Freight Charges	1	Incl	
	Sub-Total		**$3,000.00**	**$399.00**
	Mitek			
Mitek-VLK	E-Key License (1 Million Checks/Year)	1	**$4,500.00**	**$900.00**
Mitek-DR	Mitek Business/Disaster Recovery - 50k Images			
	RTLFiRST Software			
SCN-00	Scan Module - for Canon CR-190i II Scanner	1	$2,000.00	$300.00
PRC-00	RTLFiRST Process Module	1	$3,000.00	$450.00
MOP-00	1st Operation - Property Tax	1	Incl	$113.00
SVR-00	One-Operation Specialist/Verification (1 User) Concurrent License	1	$2,000.00	$300.00
VRF-00	One-Operation Verification (1 User) Concurrent License	1	$1,000.00	$150.00
CUS-LKPL	Real Time Lookup (Lookup by acctn & by name,address) for Property	1	$2,750.00	$495.00
MOP-00	2nd Operation - Treasury	1	Incl	$113.00
SVR-00	One-Operation Specialist/Verification (1 User) Concurrent License	1	$1,000.00	$150.00
VRF-00	One-Operation Verification (1 User) Concurrent License	1	$1,000.00	$150.00
CUS-LKPL	Real Time Lookup (Lookup by acctn & by name,address) for Treasury	1	$2,750.00	$495.00
FVW-Web-01	FiRSTView Web (1 User License)	1	$4,000.00	$960.00
CHK 21-001	Check21/ICL Processing Module (Image Exchange)	1	$4,500.00	$675.00
CHK 21-IMS	Image Score License (1 Million Checks/Year)	1	$1,500.00	$300.00
RTL-MB	RTL Link to Megabyte	1	Incl	$0.00
	Sub-Total		**$25,500.00**	**$4,651.00**
	Supplies & Accessories			
	RTLFiRST & FiRSTView Training Manual (Qty 1 each)	1	Incl	N/A
	Sub-Total		**$0.00**	**$0.00**

Attachment: Pp09.14.21_Mariposa County_Canon SW and Services (RES-2021-561 : RTL Remittance Processing Agreement)

	RTL Services		
	Planning, Implementation, Installation,Testing & Training Services	$5,000.00	N/A
	Sub-Total	**$5,000.00**	**$0.00**
	Solution Sub-Total	$38,000.00	$5,950.00
	***** See Support Notes Below***		
	2nd Year Support		$6,128.50
	3rd Year Support		$6,312.36
	4th Year Support		$6,501.73
	5th Year Support		$6,696.78
	Goodwill Discount	**-$3,000.00**	
	PROJECT GRAND TOTAL	**$35,000.00**	**$31,589.36**
	Travel Expenses *(See below travel notes)**		
	Plus applicable taxes		

Pricing is valid for 30 days from date of proposal

Payment Terms	• 40% of Project Amount due at the Time of Order	$14,000.00 + tax
	• 35% of Project Amount due upon Installation	$12,250.00 + tax
	• 25% of Project Amount due upon Completion	$8,750.00 + tax
	• 100% of 1st Year Support due upon Completion	$5,950.00 + tax
	• ***** 2nd Year Support onwards will be billed on an Annual basis; a month before the Annual Support due date***	

Proposal Notes:

• **Software Support:** Please note that should the Client terminate the Annual Support, the Client is refunded the prorated portion of the support.

• **Processor:** The RTLFiRST Processor function will run on the host remittance and imaging server.

• **Server:** Host remittance and imaging server is required. This is a client provided server and is NOT included in main solution quoted.

• RTLFiRST & its Imaging Archival module FiRSTView utilizes MS SQL Server.

• **Verification & Imaging Stations:** Verification and Imaging can run on existing Windows-based PCs. Some PCs for verification and image retrieval purposes are NOT included in the solution quoted.

• **Check21 Solution General Notes**: Client must notify its bank(s) of its intent to generate ICL/ Check21 files through software provided by RTL and provide RTL with the bank specifications and required values for file setup.

• Pricing, fees and options for depositing via Check 21 are negotiated directly by the client with their bank(s). Bank contract must be signed with the bank prior to RTL beginning implementation.

• ICL/ Check21 files will be generated by the client, using RTL provided Check21 application. File(s) generated will be transmitted directly to the bank(s) from client's location.

• Check 21 file transmission options are provided by the bank(s). Client will determine their preferred option. RTL does not provided file transmission recommendations or software for file transmission.

• RTL will coordinate with client and bank to define the testing plan and submission of testing files.

• Check21 components quoted are for use with a remittance back office system. Additional use of this module for other purposes, such as (but not limited to),converting front counter captured items may require purchase of additional licenses, software components, and services.

• Check21 Module: This includes Image Exchange Module License, Image Quality Module, and Endorsement Module. This also includes working with clients ONE primary bank on ICL file structure (x9.37 file format) conformance and testing.

Attachment: Pp09.14.21_Mariposa County_Canon SW and Services (RES-2021-561 : RTL Remittance Processing Agreement)

• RTL recommends Client to have a dedicated PC to "process Check21 items". This PC will be used for ICL file generation and for image quality and endorsement functions.
• C21 PC Specs : It must have Windows 2000 Professional/Windows 7 (at least SP2)/Windows 2003 OS, Minimum 1 GB RAM, 2+GHZ Processor (minimum Pentium 4), 60 GB Hardisk and at minimum RTLFiRST 6.0 version required.
• Check-21 Processing PC is NOT quoted in this proposal but required. See other notes regarding this PC.
• **Real Time Lookup**: RTLFiRST offers a 2-command/function real-time lookup feature. The 2-commands allow for real-time searches against the client's account management system using either an "Exact" search or a "Wildcard" search. An Exact Search uses a search using the Account Number or other value(s) which will lead to an exact match of a single record. A Wildcard Search performs searches using one or more fields like name or address, which may lead to multiple matches. Client understands that the client's IT staff or 3rd-party vendor will be providing the 2 stored procedures or web services to be called by RTLFiRST. Client and RTL staff will work together to define the specific search criteria and return fields, but client maintains control over how the data is queried.
• **Service:** Pre-implementation services include remote install of the system on the remittance processing solution designated PCs such as the server/processor station, scan station, verification workstations, etc. prior to onsite installation.
• Client must provide for remote connection to these designated PCs/server to facilitate pre-onsite remote access installation of the remittance system.
• **Travel**: ***Travel expenses will only be charged if Mariposa County elects to have onsite training instead of remote. Since the start of the COVID Pandemic, RTL has implemented new safety standards. Besides the changes in our own office, we are strongly recommending that training be conducted remotely via web conference.

Hardware Notes:
Canon CR 190i II
• **Hardware Lead-Time:** Please note that the order needs to be placed 4 weeks prior to date of install.
• **Canon Hardware:** Canon CR-190i II requires a pc and that is not quoted in this proposal.
• **Font Requirement:** Client's scan line needs to be an **OCR-A / OCR-B font** to use the Canon CR-190 Check Transport.
• **Hardware Support:** Effective date of the maintenance agreement will begin at the end of the 90 day factory warranty which went into effect on date of installation. Depot Maintenance will be provided. Should the unit cannot be repaired over the phone or WebEx. A loaner will be sent 2nd Day Air delivery; or Overnight available at extra charge.
• **Freight:** Shipping of hardware equipment to Client's facilities

Attachment: Pp09.14.21_Mariposa County_Canon SW and Services (RES-2021-561 : RTL Remittance Processing Agreement)

APPENDIX A

Appendix A contains notes that are very important to the successful completion of the project. Please read the cautions contained herein and have a clear understanding of them.

This page must be signed and returned with the proposal. An officer or a company representative that has the authority to bind the company must sign the proposal.

• The services quoted herein are based on the approved and signed contract between RTL and client.

• Since our proposal is the existing RTLFiRST solution, RTLFiRST's inherent existing User Experience is what is being delivered. Since RTL controls the User Experience, there is neither a plan nor commitment to "how" our function should work or flow, screen designs, field requirements, reports, or database design for this project. In our product design we try to strike a balance between user-friendliness, configurability, and across-the-board benefits and appeal to the majority of our clients, not just for a few clients. There is no customization or programming quoted or to be provided in this project. We strongly recommend careful review our RTLFiRST solution for you to determine its suitability. Functions' descriptions do not contain specifics on "how" the functions should flow, screen designs, field requirements, reports, or database

• The RTLFiRST solution is client-configured software package. Custom programming to meet specific client requests is NOT included in this proposal.

• Any change in features requested by client is subject to review by RTL design team and may result in additional charges.

• This proposal outlines the options/configuration/scope of the project. Any change in scope of the project by client may result in additional charges.

• RTL is installing directly to the "new production server". RTL is not installing to a test server first and to a production server next. Test Environment System is included in the above quoted solution.

• RTL is installing the RTLFiRST system to the client's production server. Pre-implementation services include remote install of the system on the remittance processing system's designated PCs such as the server/processor station, scan station, verification workstations, etc. prior to onsite or remote installation on client end.

• The following are notes concerning the project timetable.

a. Upon award of contract, RTL's implementation team will work with client to determine official implementation date. A Project Implementation Plan for an overview, installation and milestones will be provided during the kick-off meeting between RTL and Client. The onsite implementation date, if there'll be any onsite, will be agreed upon by both client and RTL.

b. This project and its pricing are for one continuous project lasting approximately 8-12 weeks. Unless explicitly agreed upon by RTL and client before the start of the project, there will be additional costs to the client if the project is broken up into phases such as when most of the deliverables are implemented within the initial project timeline then continued for completion 6 months later (for example) due to client related reasons. Any feature NOT installed at the initial time of deployment will NOT be included without extra cost. If RTL has substantially completed its portion of the project and customer, for any reason, is NOT ready to complete the project and go live; then, all remaining payments (no matter the payment terms) shall be immediately due. Any deviation from this must be in writing, signed by the customer and RTL.

c. The client must provide for remote connection to the designated PCs/server to facilitate remote access installation of the remittance system. For this, RTL needs to have network access for remote install which may include longer and later than the normal business hours.

d. Our project timeline is set for 12 weeks assuming that hardware arrives in the 8th week. Should the project get delayed due to client related reasons, the client may have to wait for the next cycle or the availability of the next time slot and may have financial consequences.

e. The Business Process Review (as described in the proposal) is critical to the process and the BPR determines the functional guidelines for the remittance processing system. This BPR will be based upon customer input and RTL understanding of the industry "best practices." It is our goal to meet the client's system requirements within the scope of the existing features of the RTLFiRST software. Should additional details that may require changes are disclosed 2 weeks after the BPR or after the system has already been configured, then RTL may have to retest everything and it would affect the schedule and additional services would be required for additional costs.

Attachment: Pp09.14.21_Mariposa County_Canon SW and Services (RES-2021-561 : RTL Remittance Processing Agreement)

Appendix A continued...

f. **Onsite Date Change/Change Fee:** Should there be changes to the agreed upon onsite dates, a Change Fee may be applied to the client as a result of certain factors. Such factors include but are not limited to:

i. Client's request to change the schedule. (No fees will be charged if RTL is notified 30 days prior to onsite date).

ii. Client provided hardware is not available.

iii. The bank used by the client is not ready. (No fees will be applied if RTL is notified 30 days prior to install on the client's financial institution's readiness).

iv. Postponement of the onsite trip as a result of the client not meeting the milestones set on the BSIP. (No fees will be applied if RTL is notified 6 weeks prior to onsite visit schedule. It is our goal to ensure a smooth installation and client activity/milestones is crucial to the process. If, a client is unable to meet project milestones and are behind by 5 business days on the Project Calendar for a certain activity, a fee may be applied for postponement of the onsite visit).

g. Upon installation, if it appears that the RTL tech is compelled and required to return or extend their onsite visit during the implementation phase (not scheduled follow up). Client will be billed $850 per day plus $150 per day travel costs. This includes:

i. Travel/Lodging expenses (air, car, hotel) for the additional charges or price differential. RTL will require a signed Client Change Request Order to modify RTL tech's extension or supplemental visit.

ii. Additional charges may apply if it appears during installation that unexpected issues arise on the client's side.

iii. Additional add-on system requirements stated before or during onsite visit not agreed upon in initial Project Implementation Plan.

iv. System changes not requested on original project BPR.

h. Should there be a change in onsite schedule; client is responsible to pay *50% of the project deposit at the time of installation* (which includes hardware, software, and services). Please refer to the RTL Solution proposal for specific payment terms.

i. Should the need arise for the Onsite Implementation dates to be re-scheduled; the client may have to wait for the next cycle or the next time slot will be slotted at the next available opening on RTL's project calendar. RTL will try to work with the client in as soon as possible, however, be mindful that openings can vary from 1-12 weeks.

- The following are notes concerning the Travel Details:

  a. Travel: ***Travel expenses will only be charged if client elects to have onsite training instead of remote. Since the start of the COVID Pandemic, RTL has implemented new safety standards. Besides the changes in our own office, we are strongly recommending that training be conducted remotely via web conference.

  b. The client will be responsible for unexpected travel expenditure that will come up due to the lack of readiness by the client. If the client elects to "postpone" onsite visit within 4 weeks of scheduled onsite visit or it appears that additional time is required of the RTL technician to either extend or provide a secondary installation visit; the client may be required to cover additional fees/penalties for this modification. RTL technicians' schedules are pre-arranged to meet other clients' needs hence "extending" their stay may not be an option and a secondary installation visit would be required at a later time. When that happens, we will provide a price quotation for your approval which would include additional travel and onsite services cost at rates already mentioned herein, in the above bullet points.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

RTLFiRST is the proprietary software of RT Lawrence Corporation and all rights and copyrights are reserved. RT Lawrence is the sole and exclusive owner and distributor of RTLFiRST. All changes are subject to RTL Remittance Processing Solution Agreement, RT Lawrence Corporation License Agreement, RTLFiRST Annual Support Agreement, RTLFiRST Software Warranty, Remittance Processing System Support & Maintenance, RTL Software and Technical Release Information, and RTL Implementation and Training documents. Any feature included in this document remains the sole property of RT Lawrence. It does not constitute programming for hire. The features, herein, remain to be the property of RT Lawrence, subject to all rights and maybe offered for sale to other clients.

Attachment: Pp09.14.21_Mariposa County_Canon SW and Services (RES-2021-561 : RTL Remittance Processing Agreement)

BUDGET ACTION FORM

FUND	Dept	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3390	108	49999	Beginging Fund Balance		(40,950)	
3390	108	60421	Equipment		40,950	
001	0104	414-1090	GENERAL CONTINGENCY			
				TOTALS		

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS		

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 A remittance processer with improve efficiencies in the tax collection process.

DEPT HEAD SIGNATURE Keith Williams DATE 9/30/2021

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 07/2000

BA 10-5-2021

Attachment: Budget Action RTL (RES-2021-561 : RTL Remittance Processing Agreement)

MARIPOSA COUNTY

Administration/Human Resources · 966-3222

RESOLUTION - ACTION REQUESTED

MEETING: September 28, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve the Mariposa County COVID-19 Vaccination or Mandatory Testing Policy

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RECOMMENDATION AND JUSTIFICATION:
Approve the Mariposa County COVID-19 Vaccination or Mandatory Testing Policy for all County personnel, effective immediately.

On August 10, 2021, the Board held discussion regarding the COVID-19 delta variant and possible actions to safeguard the health and safety of staff, comply with state regulations including Cal OSHA, and mitigate liability related to the spread of the virus. At the conclusion of that discussion, the Board provided direction to close County spaces on a departmental basis as needed, require individuals to wear a mask in all public facilities, and require employees to be vaccinated or submit to weekly tests for COVID-19. The Board further instructed staff to encourage telework as possible, keep Board meetings open with social distancing and mask requirements, and limit business travel.

On August 24, 2021, the Board held further discussion and provided direction to continue with the measures that were directed on August 10, 2021, with additional direction for staff to return with a policy for COVID-19 vaccination or mandatory testing of County personnel.

Staff is now returning with a draft Mariposa County COVID-19 Vaccination or Mandatory Testing Policy for the Board's consideration. All employee bargaining units have already been notified and staff recommends approval at this time.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On August 10, 2021, the Board provided direction to return to the measures that were implemented in March of 2020 in response to COVID-19.

On August 24, 2021, the Board directed staff to return with a policy for COVID-19 vaccination or mandatory testing of all County personnel.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, and the County would not have a policy in place to implement all aspects of COVID-19 vaccination or mandatory testing; or make revisions to the policy and approve.

ATTACHMENTS:
Mariposa County Vaccination Or Mandatory Testing Policy-Draft (PDF)
PUBLIC COMMENT received from Ken Melton on 9-21-21 (PDF)
Public Comment on H-4 COVID-19 Vaccination (PDF)

RESULT: DIRECTION GIVEN

Attachment: Mariposa County Vaccination Or Mandatory Testing Policy-Draft (12180 : Approve the Mariposa County COVID-19 Vaccination or

MARIPOSA COUNTY
COVID-19 VACCINATION OR MANDATORY TESTING POLICY

I. Preamble

To protect County of Mariposa ("County") personnel, the community members with whom County personnel interact, and all residents of the County, the County will require that all County personnel, including employees, volunteers and interns, either be fully vaccinated against COVID-19 or submit to weekly COVID-19 testing. Contractors who work at County worksites and facilities or interact with other County employees or members of the public in the performance of their duties on behalf of the County must either be fully vaccinated or produce proof of a negative COVID-19 test result from a test no more than seven (7) days prior to their work at a County worksite or facility or their work with other County employees.

The County adopted this vaccination and testing policy as an emergency public health response to mitigate the negative public health consequences associated with increased incidence and test positivity rates and the prevalence of new virus variants, including increased hospitalizations, intensive care unit ("ICU") admissions, and deaths. This policy is intended to effectuate positive public health outcomes in the County by reducing the likelihood of hospitalizations at health care facilities in the County, and deaths.

County employees, contractors, volunteers and interns may obtain the COVID-19 vaccine at a vaccination site of their choosing. Information on the COVID-19 vaccines and how to obtain vaccination is available at https://covid19.ca.gov/vaccines/.

County employees who elect to be vaccinated in accordance with this policy may do so during their normal working hours. Such employees will receive their normal compensation for their time spent being vaccinated.

II. Relevant Definitions

1. "County personnel" for purposes of this Policy and related requirements, includes: (1) County employees; (2) Non-employees, including interns and volunteers, who provide services to the County; and (3) Contractors who are engaged by the County and who work at County worksites and facilities or interact with other County employees or members of the public in the performance of their duties on behalf of the County. County contractors who qualify as County personnel include, for example, contracted staff who work at County worksites or facilities or with the

County outside of such worksites or facilities, but would not include, for example, a third-party attorney who provides legal services exclusively from a remote location. The inclusion of non-employees in the definition of "County personnel" confers no employment status between such individuals and the County.

2. "COVID-19 vaccine" means a vaccine to prevent COVID-19 approved by the United States Food and Drug Administration ("FDA") under either the Emergency Use Authorization ("EUA") or Biologics License Application ("BLA") (*i.e.*, general use) approval process.

3. "Fully vaccinated" means (1) it has been at least two weeks since a person has completed the entire recommended series of a COVID-19 vaccine, and (2) the person has provided proof of vaccination in a form consistent with the requirements for verification of vaccine status in the State of California's July 26, 2021 Public Health Officer Order which is available at the following web address: https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Order-of-the-State-Public-Health-Officer-Unvaccinated-Workers-In-High-Risk-Settings.aspx.

   Proof of vaccination includes the following: (1) COVID-19 vaccination record card (issued by the Department of Health and Human Services, Centers for Disease Control & Prevention ("CDC") or World Health Organization Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered); (2) a photo of a vaccination record card as a separate document; (3) a photo of a vaccination record card stored on a phone or electronic device; (4) documentation of COVID-19 vaccination from a health care provider; (5) digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type; and (6) documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

4. "Partially vaccinated" means (1) a person has received (i) one dose of a two dose recommended series of a COVID-19 vaccine or (ii) the complete recommended series of a COVID-19 vaccine but it has not been at least two weeks since the person has completed the entire recommended series, and (2) the person has provided proof of vaccination in a form consistent with the requirements for verification of vaccine status in the State of California's July 26, 2021 Public Health Officer Order.

5. "Unvaccinated" means an individual who is not partially or fully vaccinated.

6. "Worksite" means any work location, working area, or common area at work including all County buildings, facilities, and fields.

7. "COVID-19 test" means a viral test for SARS-CoV-2 that is:

   a. Approved by the FDA under either the EUA or BLA approval process to diagnose current infection with the virus that causes COVID-19; and
   b. Administered in accordance with the FDA approval.

III. Scope

The policy applies to all County personnel.

IV. Effective Period

The policy shall be effective immediately and shall remain in full force and effect until the Mariposa County Public Health Officer determines that the local public health circumstances have sufficiently improved to permit the suspension of the policy.

V. Vaccination and Testing Requirement

The County requires that County personnel adhere to the following requirements:

1. All County employees, volunteers and interns must be fully vaccinated or submit to weekly testing for COVID-19. Partially vaccinated County personnel must submit to weekly testing until such time that they are fully vaccinated.

2. All newly hired County employees and any new volunteers or interns must be fully vaccinated or submit to weekly testing.

3. All contractors whose work requires that they work at County worksites and facilities or interact with other County employees or members of the public in the performance of their duties on behalf of the County must either be fully vaccinated or produce proof of a negative COVID-19 test result from a test no more than seven (7) days prior to their work at a County worksite or facility or their work with other County employees.

County personnel who fail to comply with this policy shall not be permitted to perform work at County worksites or facilities. If the County determines that such employees cannot perform their essential job duties from a remote location, or that doing so would impose an undue hardship on the County or its operations, the employee will be required to take unpaid leave or use their own paid leave in order to provide for their continued compensation throughout the period during which they fail to comply with the policy.

County personnel who test negative shall be permitted to perform work at County worksites or facilities.

County personnel who test positive shall be required to return to their home or place of residence and not report back to work until such time as they have satisfied the return-to-work requirements.

VI. Administration of Testing Requirement

The County will administer testing of County personnel according to the following:

Attachment: Mariposa County Vaccination Or Mandatory Testing Policy-Draft (12180 : Approve the Mariposa County COVID-19 Vaccination or

Attachment: Mariposa County Vaccination Or Mandatory Testing Policy-Draft (12180 : Approve the Mariposa County COVID-19 Vaccination or

County employees, contractors, volunteers and interns who are not fully vaccinated shall be provided no-cost COVID-19 testing during their normal working hours at the following locations every Monday, Wednesday, and Friday:

- Mariposa Room at HHSA (Lemee Lane): 8:00 a.m. - 11:00 a.m.
- Outside the Government Center: 1:00 p.m. - 2:30 p.m.
- Public Works Department: 3:00 p.m. - 4:30 p.m.
- Public safety employees may also test at the County Jail, Mercy Ambulance, or John C. Fremont Hospital 24 hours a day, seven (7) days a week.

Employees will receive their normal compensation for their time spent waiting to be tested and during their testing.

VII. Return to Work Requirements

In order to return to work, County personnel who test positive for COVID-19 must follow the applicable return-to-work criteria.

County personnel who test positive and present symptoms associated with COVID-19 shall not return to work until:

1. At least 24 hours have passed since a fever of 100.4 degrees Fahrenheit or higher has resolved without the use of fever-reducing medications;

2. COVID-19 symptoms have improved; and

3. At least 10 days have passed since COVID-19 symptoms first appeared.

County personnel who test positive and present *no* symptoms associated with COVID-19 shall not return to work until a minimum of 10 days have passed since the date of specimen collection of their first positive COVID-19 test.

VIII. Confidentiality of Vaccination Records and Testing Results

The County will treat all vaccination records and testing results as confidential medical information and maintain such records as required by the Confidentiality of Medical Information Act (“CMIA”).

The County will not use or disclose such information, unless authorized to do so or as permitted or required under the law.

Created: 9/21 (B/S Res. 21-xxx)

Do No Harm

Presently the protocol for people who have been exposed to COVID is to get tested, self-quarantine, and wait 3 to 5 days for the results. If the test comes back positive, you are told to isolate for two weeks without any treatment. The CDC recommends that individuals experiencing the following symptoms get medical attention immediately:

- Trouble breathing
- Persistent pain or pressure in the chest
- New confusion
- Inability to stay awake or wake after sleeping
- Bluish lips or face

Sadly, early intervention is extremely necessary for a good outcome, however, after testing positive one is left to incubate the virus from 15 to 19 days without any medical interventions known to relieve the symptoms of respiratory infections. The COVID-19 virus is 99.7% survivable IF treated early. Prior to the vaccine doctors administered drugs to relieve the symptoms, EXACTLY what the vaccine proports to do, but without the side effects. You'd be hard pressed to find a doctor in Mariposa or get help from county health to treat you because they fear losing their license, or just don't know what to do. We are on a slippery slope when we allow politicians to dictate treatment protocols to our doctors.

In order to get approval for the Emergency Use Authorization for the vaccine there must be no alternative available! So, it was incumbent upon the FDA to prohibit the use of Hydroxychloroquine and Ivermectin in order to get EUA approval. The FDA put out a statement saying *'The FDA may issue an EUA when certain criteria are met, which includes that there are no adequate, approved, available alternatives.'* It is these two medicines that are saving lives by doctors who will not bow to the politics being played. Are you aware that there were four FDA board members who abstained from voting to fully approve the vaccine? Are you aware that two FDA members resigned?

I'd like to point out that there are people, who can't safely take the vaccine for underling health conditions or because they are allergic to substances within the vaccine. Do we just not treat them? Let them die? Others won't get the vaccine for personal or religious reasons and should take extra precautions while expressing their rights. However, they deserve to be treated with drugs that are known to help diminish the symptoms, but instead they are demonized, called ignorant and shown no mercy because they won't give up their liberties or convictions to blindly stand in line with all the other sheeple to take an experimental vaccine with many known and unknown health risks. One being death. They go untreated because they can't find a doctor who remembers the oath they took.

I am not here to judge anyone's reasons for getting or not getting the jab. My issue is why local doctors, or our Health Department is not recommending protocols known to work if administered early after being diagnosed? There is a mountain of information and organizations helping people. Fortunately, for me and my family, I did the research. I found doctors who did what they were trained to do; world recognized, well published scientists, virologist, physicians as well as one of the inventors of the mRNA vaccine technology who are willing to prescribe preventative

Attachment: PUBLIC COMMENT received from Ken Melton on 9-21-21 (12180 : Approve the Mariposa County COVID-19 Vaccination or

and post-COVID-19 protocols that work. Both my husband and I are in our mid-seventies and have health and other reasons for why we didn't get the vaccine and we survived COVID-19 because of these early intervention protocols that we had already researched and had on hand when we were exposed to the virus. We had very few and mild symptoms.

We now know that this vaccine doesn't keep anyone from getting the virus or passing it on, so a vaccinated person is no more/no less apt to spread the virus than an unvaccinated one. To get FDA approval the emergency use vaccine had to show at least a 50% efficacy and the last report that I saw was 39%. The vaccine lessens the symptoms while your body fights the disease which is what a myriad of other drugs do as well, but with no known harmful side effects like are being reported to VAERS with the vaccine. The use of cheap, early, safe and effective treatments largely obviates the need for vaccination, given that hospitalization can be avoided in a large majority of cases without exposure to experimental COVIE-19 vaccines with unknown long-term effects.

I have yet to find a doctor that will treat COVID in Mariposa, so when peoples' lips are turning blue and they can't breathe they report to the ER. There you'll be put into a tent until they can figure out where to send you. Sadly, by the time this happens it might be too late for a good outcome. Days, weeks even pass without medical help to alleviate the symptoms. This virus is being successfully treated by brave doctors using repurposed drugs known to help with respiratory infections while our bodies fight the virus naturally. But not here in Mariposa. Why?

Why is this happening? Why are vaccinated and unvaccinated being told to isolate at home without any help by the medical establishment? We don't have to be a little back water town at the mercy of the powers that be. We can actually help our people like the doctors in Southern California are doing. The Critical Care Unite in El Centro California has treated close to 5000 people, 1,900 tested positive for COVID-19 and they didn't lose even one patient. This should tell you something. There are doctors out there who took the oath to 'First Do no harm' seriously. They have not turned away patients or bowed to the vaccine god with exclusive loyalty, they do what they have been trained to do - treat their patients and 'first do no harm'. Doctors do harm when they turn patients away without help.

The choice is ours, or should be here in America, but fear and ignorance rule the day, and turning on each other isn't the answer. It is sad to read the back biting and insults, name calling on FaceBook and in the paper. Many think they know it all when they don't. Who do you believe, the political geniuses running our country or doctors on the frontline who are willing to give it all up to saves lives and report the truth of what is happening? Since Price Little presumes to speak for Reagan in regards to how he would view the state of our Nation let me quote what Reagan has actually said '*One of the traditional methods of imposing statism or socialism on a people has been by way of medicine. It's very easy to disguise a medical program as a humanitarian project.*'

To find help with prevention and treatment protocols go to: FRONT LINE CRITICAL COVID ALLIANCE www.FLCCC.net They will put you in touch with doctors who are not afraid to treat you with drugs known to work. FLCCC was formed by leading critical care specialists in March 2020, at the beginning of the Coronavirus pandemic, (before the vaccine) the 'Front Line COVID-19 Critical Care Alliance' is now a 501(c)(3) non-profit organization dedicated to

Attachment: PUBLIC COMMENT received from Ken Melton on 9-21-21 (12180 : Approve the Mariposa County COVID-19 Vaccination or

developing highly effective treatment protocols to prevent the transmission of COVID-19 and to improve the outcomes for patients ill with the disease.

They are dedicated to:

- Reviewing all emerging published medical literature on COVID-19 from in-vitro, animal, clinical, and epidemiologic studies.
- Developing effective treatment protocols for COVID-19 that evolve by incorporating newly identified, applicable therapeutic and pathophysiologic insights.
- Educating physicians on safe and effective treatment approaches to all phases of COVID-19, from disease prevention strategies to the use of our combination-based therapy protocols in both early-stage (I-MASK+) and hospitalized patients (MATH+).
- Improving outcomes for people impacted by COVID-19 disorders through preventive and treatment strategies designed to optimize health.
- Teaching the public ways to prevent transmission of the virus and to advocate for the best possible care.
- Coordinating and accelerating the formation of research studies that will support effective prevention and therapeutic treatments for all impacted by COVID-19.

We accomplish these goals by sponsoring high quality medical education for both the public and health care providers, via the publication of scientific manuscripts, media interviews, and medical lectures for medical providers and the public.

Statement by The FLCCC Alliance Position on Vaccines - *'We have always maintained that our protocols are a bridge to vaccines and a safety net for those who cannot or have not been vaccinated or are vaccinated and have concerns regarding declining protection against emerging variants. Vaccines have shown efficacy in preventing the most severe outcomes of COVID-19 and are an important part of a multi-modal strategy that* ***must also include early treatment****. The decision to get a vaccine should be made in consultation with your health care provider.'*

Here is a short list of groups that support early treatment:

- Front Line Critical COVID Care Alliance
- Front Line Doctors
- Association of American Physicians and Surgeons
- Truth For Health

Hope this article has been helpful and opened a few eyes, and will serve to initiate a program here in Mariposa to help people with early medical interventions known to help saves lives and Do No Harm.

JoAnn Melton, COVID-Survivor

Attachment: PUBLIC COMMENT received from Ken Melton on 9-21-21 (12180 : Approve the Mariposa County COVID-19 Vaccination or

Tracy Gauthier

From: noreply@civicplus.com
Sent: Monday, September 27, 2021 3:55 PM
To: Rene LaRoche; Tracy Gauthier; Danielle Bondshu
Subject: Online Form Submission #7327 for Public Comment on Board Items

Public Comment on Board Items

Public comment on Board of Supervisors agenda items can be provided via this form or from the meeting website located at http://www.mariposacounty.org/bosagendas.

***Please indicate the item that this comment applies to, and keep your comments to under 2000 characters (approximately 400 words.)*
***Please note that all comments received will be distributed to the Board members and attached to the Minutes following our normal procedures.*
***The County bears no responsibility for delays caused by lapses in internet service, consequently, we suggest that you submit your comments early to allow for potential delivery lags.*

NAME (Not Required but helps with the Minutes)	Mark Massingill
Please Indicate the Item this comment pertains to:	H-4 COVID-19 Vaccination
Your position on this item:	Oppose
Your comment for this item: (Please note: This form is limited to 4000 characters which equals approximately 500 words. Longer communications should be emailed to board-clerk@mariposacounty.org.)	Regarding a policy mandating vaccines or COVID testing for county employees and contractors, I note that recent technical papers show vaccine efficacy to be low, and risks to be high. The following quotation is from Ronald Kostoff, et.al., "Why are we vaccinating children against COVID?", Toxicology Reports 8 (2021) 1665-1684: [https://www.sciencedirect.com/science/article/pii/S221475002100161X] "Thus, our extremely conservative estimate for risk-benefit ratio is about 5/1. In plain English, people in the 65+ demographic are five times as likely to die from the inoculation as from COVID-19 under the most favorable assumptions! This demographic is the most vulnerable to adverse effects from COVID-19. As the age demographics go below about 35 years old, the chances of death from COVID-19 become very small, and when they go below 18, become negligible." (page 1681) In June, 2021, 86% of CA residents had COVID antibodies already. (See Keriaty v UC, Declaration of UC Faculty in Support of Plaintiff's Motion for Preliminary Injunction [https:// 07b259f3-7a04-4bc7-8bec-e3a2469917d2.filesusr.com/ugd/b26c37_2a6c0eb3f66d4a3d80c4fdfb03e06dca.pdf]

Attachment: Public Comment on H-4 COVID-19 Vaccination (12180 : Approve the Mariposa County COVID-19 Vaccination or Mandatory Testing

It appears that vaccination spoils existing immunity, rendering recipients more vulnerable.

See Nina Peirpont, MD, PhD,
[https://principia-scientific.com/covid-19-vaccine-mandates-are-now-pointless/]

Steve Kirsch, Jessica Rose & Mathew Crawford,
[http://www.skirsch.com/covid/Deaths.pdf]

Email not displaying correctly? View it in your browser.

Attachment: Public Comment on H-4 COVID-19 Vaccination (12180 : Approve the Mariposa County COVID-19 Vaccination or Mandatory Testing

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-548

MEETING: September 28, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Second Amendment with Graviton and Budget Action ($75,000)

RECOMMENDATION AND JUSTIFICATION:
Approve Second Amendment to Agreement with Graviton Consulting Services for Out of Scope Tasks Associated with Running Payroll in September in Oracle Enterprise Resource Planning (ERP) Increasing the Amount by $75,000, to a New Amount Not to Exceed $1,729,802; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Recognizing Unanticipated Funds in General Fund Beginning Fund Balance and Transferring Funds to Cover the ERP Software Implementation Agreement ($75,000).

Unanticipated Funds are the result of higher than budgeted Transient Occupancy Tax (TOT) Revenue in FY2020/2021.

The majority of the implementation process is completed and staff are successfully entering their time, paying bills, managing suppliers, and more in Oracle. While tremendous effort was dedicated to running payroll in August in Oracle, it was ultimately done in AS400, Mariposa County's historical system. The County will be working to run payroll out of Oracle in September instead, and the setup and execution is complex enough to require additional support from the implementation consulting team, Graviton Consulting Services.

It is important to note that the Graviton Consulting Services team has gone above and beyond in supporting this project, putting in countless late night, early morning, and weekend hours. The payroll process in August was no exception to that. In the end, the need for accuracy and the strict timeline associated created a situation in which the only possible option was to defer payroll implementation until September. We feel fortunate to continue to work with the Graviton Consulting Services payroll specialist team as we work toward true payroll implementation.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Resolution 2021-183: Approve Amendment to Agreement for a Program as a Service (PaaS) Add-On with Graviton for Oracle Enterprise Resource Planning (ERP) Implementation Consulting Services in an Amount Not To Exceed $12,400; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action

Transferring Funds Between Health and Human Services Agency (HHSA) and The ERP Implementation Capital Improvement Fund to Cover Cost of Agreement ($12,400).

Resolution 2020-234: Approve Enterprise Resource Planning (ERP) Agreement with Graviton Consulting and Oracle; and Authorize Board of Supervisors Chair to Sign

Resolutions 2020-283: Ratify Contract Signature for Enterprise Resource Planning ERP with DLT for Oracle Software

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and ask Mariposa County staff to run payroll in Oracle without additional support from consultants.

ATTACHMENTS:
Graviton Agreement Amendment Second 2021 (PDF)
Graviton Second Amendment Budget Action (PDF)
Agreement_2020-234 graviton (PDF)
Agreement_2021-183 (PDF)

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

SECOND AMENDMENT TO AGREEMENT FOR ENTERPRISE RESOURCE PLANNING IMPLEMENTATION CONSULTING SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR ENTERPRISE RESOURCE PLANNING IMPLEMENTATION CONSULTING SERVICES, is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Graviton Consulting Services, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated May 5th, 2020 wherein **Contractor** agreed to provide Oracle Enterprise Resource Planning ERP implementation consulting services; and

WHEREAS, County and **Contractor** entered into a 1st Amendment to Agreement, dated April 13, 2021, increasing the Scope of Work and adding $12,400 in compensation; and

WHEREAS, County and **Contractor** desire to amend said Agreement to extend the term of the Agreement;

WHEREAS, County and **Contractor** desire to amend said Agreement to change the compensation to be provided to **Contractor**;

WHEREAS, County and **Contractor** desire to amend said Agreement to change the scope of work to be provided by **Contractor;**

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

1. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to October 31st, 2021.

2. Paragraph 2, "COMPENSATION," is hereby amended to provide that an additional $75,000 will be added to the original amount of $1,642,402, and the first amendment amount of $12,400, making the total compensation paid to **Contractor** not to exceed amount of $1,729,802.

3. Paragraph 3, "SCOPE OF WORK," is hereby amended to provide that C**ontractor** agrees to provide the following additional services: address the additional tasks beyond the scope of implementation that Graviton will need to perform, to support the County in running production payroll in the month of September.

4. Paragraph 4: Except as herein amended, the Agreement dated May 5th, 2020 as amended by the 1st Amendment, shall remain in full force and effect.

Attachment: Graviton Agreement Amendment Second 2021 (RES-2021-548 : Approve Second Amendment with Graviton and Budget Action

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Marshall Long, Chair Board of Supervisors	Vineet Srivastava, President Graviton Consulting Services
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Rene LaRoche Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: Graviton Agreement Amendment Second 2021 (RES-2021-548 : Approve Second Amendment with Graviton and Budget Action

GRAVITON
CONSULTING SERVICES

Statement of Work No. Mariposa-2021-09-07

Change Order 01

County of Mariposa

8950 Cal Center Drive, Building 1, Suite 255, Sacramento, CA 95826 | email: info@gravitonconsulting.com
URL: www.gravitonconsulting.com | Phone: (888) GRAVIT-1 | Fax: (888) 728-6104

Attachment: Graviton Agreement Amendment Second 2021 (RES-2021-548 : Approve Second Amendment with Graviton and Budget Action

GRAVITON
CONSULTING SERVICES

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SIGNATURES 6

Attachment: Graviton Agreement Amendment Second 2021 (RES-2021-548 : Approve Second Amendment with Graviton and Budget Action

8950 Cal Center Drive, Building 1, Suite 255, Sacramento, CA 95826 | email: info@gravitonconsulting.com
URL: www.gravitonconsulting.com | Phone: (888) GRAVIT-1 | Fax: (888) 728-6104

GRAVITON
CONSULTING SERVICES

Introduction

Graviton Consulting Services ("Graviton") has implemented Oracle Cloud EPM, ERP, and HCM for the County of Mariposa ("the County"). The County has deferred the execution of the first payroll in the new production environment to September 2021.

This Change Order addresses the additional tasks beyond the scope of implementation that Graviton will need to perform, to support the County in running production payroll in the month of September.

Graviton will deploy consultants to provide these services; the work will be performed remotely and directed out of Graviton's corporate headquarters in Sacramento, CA.

Scope of Work

The scope of work related to this Change Order is divided between the County and Graviton.

The County will complete the following:

1. Provide the list of staff corresponding to Sheriff and MCMCO by close of business on 09/03/2021.
2. Provide payroll balances as of 08/31/2021 for all employees by close of business on 09/09/2021. This will include all new hires from the month of August 2021 and will exclude all terminations from the month of August 2021.
3. Provide approved timesheets for September 2021 by close of business on 09/17/2021.
4. Provide an example of an employee with the adjustment issue, by close of business on 09/09/2021.
5. Initiate testing of the payroll ACH file with the bank, by close of business on 09/10/2021.

Graviton will complete the following as part of this scope of work.

1. Update the implemented logic to address the following decisions:
   1.1. Updates to the calculation for Field Training, Swing Shift, Night Shift, and Out of class.
   1.2. Employees separating just from their assignments should NOT get the leave balance payout.
   1.3. Comp earned to be removed from the FLSA calculation.
2. Load the payroll balances provided by the County.
3. Support the County in reviewing the data provided. This includes the initial data, as well as any updated/ corrected data.
4. Process the September payroll jointly with the County staff.

Attachment: Graviton Agreement Amendment Second 2021 (RES-2021-548 : Approve Second Amendment with Graviton and Budget Action

5. Update the payroll ACH file as needed by the bank.
6. Generate a report to list Scheduled Hours, Worked Hours and system generated adjustments for Non-Safety employees.

Assumptions

1. The staff corresponding to MCMCO will be processed as per "payroll by exception". i.e., these staff will be treated as salaried, and their payroll will be processed at a flat 173.33 hours per employee per month. Any adjustments over and above this will be made manually by the County HR/ Payroll team. FLSA calculation for these staff will be performed manually by the County HR/ Payroll team.
2. The staff corresponding to MCMCO will not be considered for Project Costing.
3. If the County is not able to provide Graviton with the information needed to run the payroll by close of business on 09/17/2021, then the payroll execution will be deferred to a subsequent month. In such case, Graviton and the County will jointly discuss the revised schedule and Graviton will provide the corresponding Change Order to the County.

Rates, Term, and Invoicing

All professional fees and expenses related to this scope of work will be performed on a Fixed Price basis. The cost for the services is **$75,000** (Seventy-five Thousand Dollars). The details of this estimation are as per the following table.

Resource Name	Role	Rate	Hours	Amount
Vineet Srivastava	Solution Architect	$0	80	$0
Prashant Jejurikar	Project Manager	$0	20	$0
Sree Jangiti	Functional Consultant	$150	200	$30,000
Gary Clark	Functional Consultant	$150	100	$15,000
Charu Vij	Technical Consultant	$150	200	$30,000
TOTAL				**$75,000**

Estimated Start Date: 09/01/2021

Estimated End Date: 10/15/2021

Invoicing: Graviton will invoice the County for the services provided as per the following schedule. The invoicing terms will be Net 30.

Payment Milestone	Amount
Professional Services for Sep 2021	$60,000
Professional Services for Oct 2021	$15,000

Attachment: Graviton Agreement Amendment Second 2021 (RES-2021-548 : Approve Second Amendment with Graviton and Budget Action

Payment Milestone	Amount
TOTAL	**$75,000**

Travel Costs: Graviton will provide onsite services with prior County approval. For any onsite services provided, Graviton will invoice the County for Travel costs at actuals, subject to the County's travel policies.

Change Requests: Any Change Requests to this Statement of Work will be jointly reviewed by the County and Graviton and will be executed upon mutual approval.

Attachment: Graviton Agreement Amendment Second 2021 (RES-2021-548 : Approve Second Amendment with Graviton and Budget Action

GRAVITON
CONSULTING SERVICES

Signatures

Graviton Consulting Services

By:_____
(signature)

Name: Vineet Srivastava

Title: President

Address:

8801 Folsom Blvd, Ste #120
Sacramento, CA 95826

County of Mariposa

By:_____
(signature)

Name:

Title:

Address:

Attachment: Graviton Agreement Amendment Second 2021 (RES-2021-548 : Approve Second Amendment with Graviton and Budget Action

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	0100	49999	Beginning Fund Balance		(75,000)	
1001	0100	80111	Transfer Out General		75,000	
5575	0102	49101	Transfer In General		(75,000)	
5575	0102	70511	Software Fixed Assets		75,000	
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
1001	0100	80111	Transfer Out General		75,000	
5575	0102	49101	Transfer In General		(75,000)	
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE DATE

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

Attachment: Graviton Second Amendment Budget Action (RES-2021-548 : Approve Second Amendment with Graviton and Budget Action

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2020-234

MEETING: May 5, 2020

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Enterprise Resource Planning ERP Contract with Graviton Consulting and Oracle

---

RECOMMENDATION AND JUSTIFICATION:

Approve Enterprise Resource Planning (ERP) Agreement with Graviton Consulting and Oracle; and Authorize Board of Supervisors Chair to Sign.

Staff recommends entering an agreement with Graviton Consulting and Oracle to replace its Enterprise Resource Planning System.

The County's Enterprise Resource Planning (ERP) System, also frequently called the "financial system", "HTE", or "AS400", is now forty years old and approaching the end of its useful life. It was twelve years old when Mariposa County acquired it in 1992. This system is critical to County operations and includes central elements of budget, financial management, human capital management, and payroll.

In anticipation of the need for a new ERP, the Board directed staff to pursue a new system, approved an agreement with Government Finance Officers' Association (GFOA) to guide a procurement and contracting process, and set aside money to pay for the replacement.

The lengthy and thorough GFOA-led process engaged staff and stakeholders from all areas of the County to first evaluate our own processes, identify valuable improvements to our processes, and then seek vendors who could meet County needs. Seven bids were received and evaluated. Final candidates were subjected to four days of in-person interviews and demonstrations of their software. The Graviton-Oracle partnership was selected based upon its performance and feedback from all staff who were involved in the process and we are confident this solution will meet our needs.

In addition to streamlining and automating processes, the selected system would be cloud-based. This feature eliminates the need for local maintenance, allows for remote access and telework, and ensures the product will always be up to date. It will facilitate better budget and financial

Attachment: Agreement_2020-234 graviton (RES-2021-548 : Approve Second Amendment with Graviton and Budget Action ($75,000))

Resolution - Action Requested 2020-234

management practices, such as the use of purchase orders and transparent access for the public, while also enabling better analysis of financial data and stronger controls against misuse and abuse of county funds.

GFOA has negotiated the contract on our behalf, leveraging decades of experience in municipalities across the US to ensure we have a contract that supports our needs and ensures success. The resulting agreement has no costs in the current fiscal year, a total cost of $1,452,465 in Fiscal Year 2021, $735,227 in Fiscal Year 2022, and ongoing maintenance costs of approximately $300,000 per year. There are sufficient funds in the Technical Service Reserve Fund (446) and other non-General Funds (such as a portion to be paid through HHSA) to pay for installation costs. Maintenance costs will continue to be budgeted on an annual basis.

Staff acknowledges that the ERP replacement is an expensive enterprise and that the timing for this project may not seem ideal. At the same time, failure to move forward at this time will likely be even more costly to the County. Social distancing and shelter-in-place requirements associated with COVID-19 have highlighted many of the challenges associated with current legacy systems that are based on local servers maintained by local staff, paper-based exchanges of information, workarounds through hundreds of shadow systems and social proximity. Telework is difficult or impossible when working with AS400.

The few technicians that still know how to work with our old systems are also retiring and dramatically reducing options for service while those still in the field are increasing their fees to provide those services. Parts and developer support are no longer available.

The process by which the new system has been selected and the contract negotiated required the engagement of many employees over a period of more than a year and involved significant expense that is time-specific. If we were to postpone this decision, we would need to start over from the beginning.

This system has never been more important than it is today. Staff recommends approval of this agreement to keep the County moving forward.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The current ERP is a green screen system that hit the open market in 1980. Mariposa County acquired this system in 1992 and has used it ever since.

In 2013, and again in 2017, the Grand Jury recommended replacement of the ERP. In 2017, the Grand Jury concluded, "replacement of antiquated software managed on the County's computer systems by in-house staff should become a higher priority for the Board."

The Board had already begun setting aside some one-time revenue for replacement of the ERP and other antiquated systems in 2015. Approximately $1 million has been saved for technical upgrades to date.

Attachment: Agreement_2020-234 graviton (RES-2021-548 : Approve Second Amendment with Graviton and Budget Action ($75,000))

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2020-234

County staff conducted an in-house procurement process to select an ERP in 2016. Two systems were reviewed, but no selection was made at that time.

In December 2018, the Board approved a Request for Proposals to retain a consultant to guide the ERP replacement process. GFOA was selected in February 2019.

On February 11, 2020, the Board received an ERP presentation, which outlined the selection process and discussed next steps.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could request a modification to the contracts or could not approve them, and the County would continue to work with AS400.

FINANCIAL IMPACT:
No costs will be incurred in this fiscal year FY20. Costs incurred in next fiscal year FY21 ($1,452,465) will be included in the FY21 budget and will be taken primarily from the Technical Services Reserve Fund (446).

ATTACHMENTS:
Graviton Contract (DOC)
Exhibit A Statement of Work and Cost Proposal (DOCX)
Attachment A to Exhibit A – Functional Requirements (PDF)
Oracle DLT 5 Year Price Quote (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

Attachment: Agreement_2020-234 graviton (RES-2021-548 : Approve Second Amendment with Graviton and Budget Action ($75,000))

AGREEMENT FOR ENTERPRISE RESOURCE PLANNING (ERP)

SOFTWARE IMPLEMENTATION

THIS AGREEMENT ("Agreement") is made and entered into this 5th day of May, 2020, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Graviton Consulting Services, an independent contractor ("Contractor"), (collectively, "the Parties") as pursuant to the following terms and conditions.

W I T N E S S E T H:

1. SCOPE OF SERVICES

Contractor agrees to provide to County, under the terms and conditions of this Agreement, the mutually agreed upon consulting services (the "Services") and deliverables ("Work Products") which are described in the Statement of Work (SOW) attached in Exhibit A Statement of Work and Cost Proposal.

2. CHANGES TO THE SOW OR THIS AGREEMENT

At any time prior to completion of Services or a Work Product under the SOW, either party may request that a change (including without limitation, a modification, addition or reduction) be made to the SOW. Any such changes shall be by written amendment detailing the changes involved and any related changes to the schedule and charges (a "Change Order"). Contractor shall not proceed with any work beyond the scope of work set forth in the SOW until a written change is executed by an Authorized Representative of each party. The County shall not be liable for any additional fees without an approved Change Order.

3. TERM

The term of this Agreement shall commence when fully executed and terminate thirty (30) days after completion of all Services.

4. COMPENSATION

Contractor shall be compensated for Services performed in an amount not to exceed that listed within Exhibit A Statement of Work and Cost Proposal.

For Services and Work Product provided on a time and materials basis as stipulated in the Statement of Work, County shall pay Contractor in accordance with the hourly rates of set forth, exclusive of sales, use and similar taxes. For Services and Work Products provided on a fixed price basis, the Contract shall submit an invoice for any approved milestone or deliverable payment after County's acceptance of such milestone or deliverable. All fixed price payments will be identified in each applicable SOW, and unless otherwise stated include all expenses.

Attachment: Agreement_2020-234 graviton (RES-2021-548 : Approve Second Amendment with Graviton and Budget Action ($75,000))

All undisputed invoices shall be due and payable within thirty (30) days from the date of receipt of the invoice. The County must notify Contractor of any concern or dispute with respect to an invoice within thirty (30) days from the date of receipt of the invoice or the invoice shall be presumed accepted.

5. ACCEPTANCE

Acceptance criteria for Services and Work Products shall be set forth in the SOW. The County must inspect the Services and Work Products upon Contractor's delivery of such Services or Work Products to confirm conformance with acceptance criteria. Unless otherwise stated in the SOW, if Contractor has not received written notice from County within five (5) business days, following Contractor's notification to County of completion of the Services or delivery of the Work Products, the applicable Services or Work Products will be deemed accepted by County. If the SOW does not contain acceptance criteria, the applicable Services or Work Products will be deemed accepted by County on the date of delivery unless Contractor receives written notice from County specifying the reason for non-acceptance within five (5) business days after Contractor's completion of the Services or delivery of the Work Products.

6. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

Attachment: Agreement_2020-234 graviton (RES-2021-548 : Approve Second Amendment with Graviton and Budget Action ($75,000))

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

B. OTHER INSURANCE PROVISIONS

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

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

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

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

(7) Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide

Attachment: Agreement_2020-234 graviton (RES-2021-548 : Approve Second Amendment with Graviton and Budget Action ($75,000))

them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

7. HOLD HARMLESS/INDEMNIFICATION

Contractor shall hold harmless, defend and indemnify County and its officers, employees, agents, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance or subcontractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of County.

8. INDEPENDENT CONTRACTOR

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

9. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. STATE AND FEDERAL TAXES

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

a. County will not withhold FICA (Social Security) from Contractor's payments;

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b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers' compensation insurance on behalf of Contractor.

11. ASSIGNMENT

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

12. NOTICE

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

CONTRACTOR:
Graviton Consulting Services
Attn: Vineet Srivastava
Phone: 916-337-6551
Email: vineet@gravitonconsulting.com

COUNTY:
County of Mariposa
Attn: Leigh Westerlund
Email: lwesterlund@mariposacounty.org
Phone: 209-742-1234

13. COMPLIANCE

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

14. PUBLIC RECORDS ACT

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

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15. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the County. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

16. ENFORCEABILITY AND SEVERABILITY

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

17. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination for all milestone payments that at the time of cancellation have not yet been accepted, Contractor shall be paid for the proportion of work completed.

B. The County may terminate this Agreement for convenience upon thirty (30) calendar days' written notice to Contractor.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

D. Upon termination of this Agreement for any reason, including expiration, Contractor shall place no further orders nor enter into subcontracts for materials or services unless it is necessary in accordance with agreed upon wind-down disentanglement procedures. Contractor shall, upon receipt of termination notice, unless otherwise directed by the County (i) take such action as may be necessary for the protection and preservation of the County's materials and property; and (ii) shall act in good faith to mitigate costs to County.

E. In the event of termination of this Agreement, County shall pay for completed Work Products delivered as well as for Services performed by Consultant through the date of termination, including completed milestones/deliverables and partially completed milestones/deliverables. For partially completed milestones/deliverables, Contractor and County shall mutually agree on the proportion of work completed and payment amounts should equal the same proportion of the milestone/deliverable payment amount.

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F. In the event of any termination, Contractor and County shall mutually agree upon "wind-down" disentanglement procedures to include, without limitation, the scope, staffing, and costs required by such procedures. Such services shall be paid to Contractor on a time and materials basis at the rates listed in this Agreement or SOW. If this Agreement is terminated by County for cause, Contractor shall deliver County data in a commercially reasonable form to County and assist and cooperate with necessary transition tasks at no additional cost.

18. FORCE MAJEURE

In the event either party is delayed or prevented from performing this Agreement due to any cause beyond its reasonable control, including but not limited to, natural disaster, strike, civil unrest, embargo, court order or acts of God, such delay shall be excused during the continuance of such delay, and the period of performance shall be extended to such extent as may be reasonable to perform after the cause of delay has been removed. In the event any such delay continues for a period of more than ninety (90) days, either party may terminate any SOW under which performance is delayed upon written notice to the other party. In the event of any such termination, County shall pay Contractor for work performed through the effective date of termination.

19. NO WAIVER

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

20. DISPUTES

Any dispute, disagreement, claim or controversy between the parties arising out of or relating to this Agreement (the "Disputed Matter") shall be resolved by mutual agreement by first having the Project Manager for Contractor and the Project Manager or Project Leader for County meet to endeavor to resolve such dispute. If a resolution to such dispute does not occur during such meeting or within five (5) business days thereafter, the parties agree to elevate the dispute to a meeting of the County's Project Steering Committee. If either of the representatives at this level concludes, after a good faith attempt to resolve the Disputed Matter, that amicable resolution through continued negotiation does not appear likely, either party may seek relief by mediation and/or legal action.

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

During the pendency of a dispute between the parties, Notwithstanding anything to the contrary contained herein, and even if any problem or other dispute arises between the parties and regardless of whether or not it requires at any time the use of the dispute resolution procedures described above, in no event nor for any reason shall Contractor will not interrupt or suspend or terminate the provision of Services to County or perform any action that prevents, impedes, or reduces in any way the provision of Services or County's ability to conduct its activities, unless

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authority to do so is granted by County or conferred by a court of competent jurisdiction the nature of the dispute makes progress of the Services infeasible.

21. CAPTIONS

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

22. NUMBER AND GENDER

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

23. MANDATORY AND PERMISSIVE

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

24. SUCCESSORS AND ASSIGNS

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

25. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

26. OTHER DOCUMENTS

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

27. CONTROLLING LAW

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

28. AUTHORITY

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

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29. NEGOTIATED AGREEMENT

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

30. NO RELIANCE ON REPRESENTATIONS

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

31. WARRANTY

Consultant warrants that (a) the services it provides hereunder will be performed in a professional and workmanlike manner in accordance with industry standards; (b) it will perform the Services in a manner that complies with all applicable laws and regulations,(c) that it and its personnel have obtained and will maintain any necessary certifications, clearances, and is authorization to provide consulting services related to configuration of the Oracle software in scope or other third party products furnished by Contractor listed in the SOW, and (d) that it will staff the project with an appropriate number of skilled and experienced consultants.

Further, for a period of three months from the date of Final Acceptance of each phase and for One Time System Events that would occur beyond the standard warranty term, Contractor further warrants that the Services and Deliverables will conform to the SOW, including the functional requirements. For purposes of this section, One Time System Events shall include Client's year-end close, CAFR development, 1099 generation, fixed asset depreciation, encumbrance rollover, interest apportionment, budget development (including operation, personnel/position, and capital) and load of budget to GL, W-2 generation, benefit open enrollment, and any required tax reporting, state reporting, or pension reporting.

32. DATA SECURITY - CONFIDENTIALITY

A. Acknowledgment of access to information characterized as covered data: Both parties acknowledge that this Agreement may allow either party access to the other party's confidential information or information provided by the other party including, but not limited to, personal information, records, data, or financial information ("Covered Data") notwithstanding the manner in which or from whom it is received, which is subject to state laws that restrict the use and disclosure of the received information, including the California Information Practices Act (California Civil Code Section 1798 et seq.), California Constitution Article 1, Section 1, and other existing relative or future adopted State and/or Federal requirements. Both parties shall maintain the privacy of, and shall not release, Covered Data without full compliance with all

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applicable state and federal laws, the provisions of this Agreement and prior written consent of the other party. Both parties agree that they will include all of the terms and conditions contained in this clause in all subcontractor or agency contracts providing services under this Agreement. Where a federal, state or local law, ordinance, rule or regulation is required to be made applicable to this Agreement, it shall be deemed to be incorporated herein without amendment to this Agreement.

B. Prohibition on unauthorized use or disclosure of Covered Data: Both parties agree to hold Covered Data received from or created on behalf of the other party in strictest confidence. Either party shall not use or disclose Covered Data except as permitted or required by this Agreement or as otherwise authorized in writing by the other party. If required by a court of competent jurisdiction or an administrative body to disclose Covered Data, either party will notify the other party in writing prior to any disclosure in order to give te County an opportunity to oppose any such disclosure. Any work using, or transmission or storage of, Covered Data outside the United States is subject to prior written authorization by County

C. Safeguard standard: Both parties agree that they will protect the Covered Data according to commercially acceptable standards and no less rigorously than they protect their own confidential information, but in no case less than reasonable care. Both parties shall develop, implement, maintain and use appropriate administrative, technical and physical security measures which may include but not be limited to encryption techniques, to preserve the confidentiality, integrity and availability of all such Covered Data.

D. Return or destruction of Covered Data: Upon termination, cancellation, expiration or other conclusion of this Agreement, both parties shall return the Covered Data to the other party unless the other party requests that such data be destroyed. This provision shall also apply to all Covered Data that is in the possession of subcontractors or agents of either party. Both parties shall complete such return or destruction not less than thirty (30) calendar days after the conclusion or termination of this Agreement. Within this thirty (30) day period, both parties shall certify in writing to the other party that the return or destruction has been completed.

E. No third-party rights: Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

33. INTELLECTUAL PROPERTY RIGHTS/LICENSE

Unless Contractor and the County agree otherwise in writing, the Work Products developed for County by Contractor pursuant to this Agreement and any SOW shall be considered "works made for hire" as defined in the Copyright Act, 17 U.S.C. §101, and shall belong to County. The foregoing provisions do not apply to any third party works or products provided by Contractor to County or to Contractor Know-How (as defined below).

Contractor Know-How and License. County acknowledges that Contractor's business depends substantially on the accumulation of expertise, methodologies and general materials that Contractor utilizes and develops during engagements for clients. Accordingly, County agrees that Contractor shall retain all right, title and interest in and to all "Contractor Know-How,"

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which includes all discoveries, concepts, and ideas, software, scripts and utilities whether installed on end-user equipment County equipment or Contractor equipment, business processes, proposals, methodologies, delivery strategies, approaches and practices, solutions, programs, training materials, templates, documentation, all whether or not they can be registered under patent, copyright or similar statutes, trademarks, trade secrets, as well as modifications and improvements thereof, which Contractor, its agents or employees, whether alone or jointly with others, conceives, makes, develops, acquires or obtains knowledge of at any time before, after or during the term of this Agreement without breach of Contractor's duty of confidentiality to County. To the extent Contractor Know-How is included in or reflected in any Work Product delivered hereunder, County shall (i) have a limited perpetual, personal, irrevocable, nonexclusive, worldwide, and royalty free license to use, execute, reproduce, and modify the Contractor Know-How, but only for Client's internal use in conjunction with the Work Products and (ii) be allowed to share the Work Products with other governmental entities or third party vendors with a need to access information contained within the Work Products as part of their scope of work with the County.

34. FUNDING AVAILABILITY

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

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

35. SUBCONTRACTORS

Contractor shall not be entitled to subcontract the performance obligations provided herein to any other party without the prior written consent of County. Contractor shall not be allowed to assign any rights, except monies which may become due under this Agreement, without the prior written approval of County.

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Contractor shall be fully responsible for all acts and omissions of its subcontractors to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this Agreement shall create any contractual relationship between any subcontractor and County or any obligation on the part of County to pay or to see the payment of any monies due any subcontractor.

36. KEY PERSONNEL

The County shall have the ability to interview and approve key personnel proposed by Contractor for the project. The County shall have the right to dismiss key personnel from the project for cause by informing the Contractor of reason for dismissal. Other than for reasons outside of Contractor's control (e.g., death disability, illness, family or medical leave or cessation of employment with Contractor), Contractor shall not remove or transfer a person filling a Key Personnel role without the prior written approval of County.

37. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) the terms and conditions set forth in this Agreement; 2) the Statement of Work and Cost Proposal.

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

COUNTY OF MARIPOSA

Kevin Cann, Chair
Board of Supervisors

CONTRACTOR

Vineet Srivastava, President
Graviton Consulting Services

ATTEST:

Tracy Gentlein, Deputy
for Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

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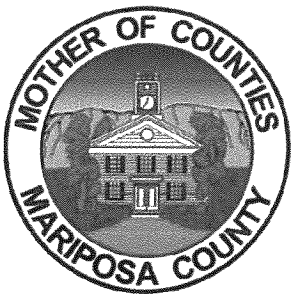


Exhibit A

Statement of Work and Cost Proposal

Oracle Cloud ERP

for

County of Mariposa

GRAVITON
CONSULTING SERVICES

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Introduction

The County of Mariposa ("the County") and Graviton Consulting Services ("Graviton") agree that Graviton will provide professional services to the County as outlined in the subsequent sections of this document.

The County is a rural county located in the central Sierra Nevada foothills. The County encompasses the grandeur of Yosemite Valley, Wawona, and Tenaya Lake among other highlights in Yosemite National Park. It is also home to places of significance in Native American and California pioneer history. The county has a population of approximately 18,000, and there are no incorporated cities.

County government contains 19 departments and over 500 employees.

The County however is changing, and expectations on County government are increasing. The County's current administrative system, a DOS-based AS400 enterprise resource planning (ERP) software has been used for almost thirty years. As the software reaches end of life, the County has need to both transition to a modern system and to update related business processes and policies. After a competitive RFP process, the County selected Graviton Consulting and Oracle as partners for this engagement. This SOW identifies the project scope, processes, and expectations for both the County and Graviton Consulting in working to meet the County's goals and requirements.

Project Goals

With this project, the County aims to improve business processes, gain efficiencies, simplify and standardize use of systems, and install leading public sector ERP functionality. Across each of the functions in scope for this project, the County has identified goals that will be actively managed throughout the project and by which ultimate success of the project shall be judged.

Accounting / General Ledger and Project/Grant Accounting

The County is using this project as an opportunity to completely redesign the chart of accounts. In addition, the County is looking forward to using the new system to help automate and streamline processes, eliminate use of shadow systems to track project/grant or managerial data, and leverage reporting tools that provide current, accurate, and relevant data to managers.

Project Goals:

- Reduce the use of spreadsheets at department level to track capital projects, budget availability, grants, and other reporting needs
- Use the system for accurate and timely reporting on budget
- Use the system for reporting needs at a department level
- Provide better budget control to reduce the need for budget adjustments and contract amendments

Budget Preparation

The County will use the ERP system to manage the development of both operating and capital budgets. Using data from the system, the County expects the system to provide forecasting, analytic, and scenario planning tools to help County officials decide on allocation of resources. For each the capital and operating budget, the County will be making significant changes to both simplify the County's budget process and align it with recognized best practices. In addition, the County expects to use the

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budget tool to prepare long-term forecasting for the County that projects and analyzes expense and revenue trends, expected capital expenditures, capital needs, and other cost and revenue drivers for the organization.

- Operating Budget – The County will prepare an operating budget that includes a position budget. Departments will submit budget requests in the system for consideration into a countywide budget. Within each fund, budgets will be displayed by both department and program.
- Capital Budget – The County will prepare both a capital budget and multi-year capital improvement plan (CIP).

Project Goals

- Develop a program budget
- Develop 5-year capital improvement plan (CIP)

Procurement / Accounts Payable

The County operates with a decentralized purchasing function. However, the County is using this project as an opportunity to implement revised purchasing policies that will require a more formal approach to purchase requisitions, purchase orders, RFPs/bids, contracts, and p-card usage. The County is looking to implement streamline processes where no formal processes exist today. For accounts payable, the County will implement best practices featuring electronic workflow, modern security and internal controls, and efficient processes.

Project Goals:

- Reduce direct payment of invoices and require approval before purchase is made
- Reduce time to pay vendor or reimburse employees
- Increase the number of vendors paid electronically
- Increase p-card usage and transparency around p-card data
- System is used to monitor and manage spending on contracts

Inventory

Several departments have the need to track and manage inventory as part of their business operations. The County currently does not have an enterprise-wide system for managing inventory and departments have been relying on existing legacy systems, spreadsheets, and other manual tools to meet needs. With the project the County is looking for a system that can be applied to departments with a need. Primary considerations for use of the inventory module include:

- Vehicle maintenance inventory
- Sheriff's office supply inventory
- Public Work's sign inventory
- Information technology inventory

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Project Goals:

- Allow managers and other staff to monitor inventory quantities using the system

Treasury / Cash Management

Having an integrated system that all departments can use to manage treasury and cash receipts functions will allow the County to take an enterprise approach to accounts receivable. With the systems, departments without a specialized billing system will be able to utilize the ERP system for miscellaneous billing, aging, cash receipts, and reporting. For departments with a detailed billing system (such as property tax or utility billing), the ERP system will provide an interface so that all accounts receivable and cash receipts can be aggregated in one system.

Project Goals:

- Implement accounts receivable system that provides accurate reporting
- Eliminate use of intra-County invoices
- Develop interface to automate exchange of information from third party billing systems
- Automated bank and credit card reconciliations

Capital Assets / Asset Management

The County has a need for both basic capital asset reporting to satisfy accounting standards and for a tool to assist staff with managing those assets. Capital asset functions are managed together between the Auditor's office and the departments that control the assets. For capital assets, the County requires that the system perform all necessary accounting transactions. For non-capital assets falling outside the definition of a capital asset, the County will need a system for departments to track. With all assets, the County performs regular maintenance on the assets and is looking for a system to track work orders, identify preventative maintenance needs, budget for replacement costs, and analyze the total life-cycle costs of ownership. Primary considerations for use of the work order functions include:

- Fleet management
- Facilities
- Information Technology
- Roads

Project Goals:

- Track all assets in one system
- County assets are linked to County GIS
- County can report on total cost of maintaining vehicles
- County capitalizes project cost from project accountings system and include both contracted and internal costs

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Position Control

With position control, the County expects to define unique position numbers in the system and associate positions with job classifications that will maintain information across a number of similar positions (such as salary grade/step, bargaining unit, benefit information, etc.). The County also expects a position control system to enforce position budgets and maintain historical information on positions as they are modified and re-classified over time.

Project Goals:

- Define positions and job classifications that allow for efficient administration of personnel budget and position control
- Track position history

Human Resources

Implementation of a human resource system for the County will provide many benefits and allow the County to automate processes, eliminate redundant tracking and storage of forms, utilize system tools for greater efficiencies, and provide additional benefits to employees. With the initial implementation, the County will focuses on establishing a core human resource system that provides electronic employee file, electronic personnel actions, integrated benefit management, and employee evaluations. Additional functionality for more advanced human resource management will be deferred to later phase.

Project Goals:

- Use the system to manage one shared employee file between the human resources department and an employee's department
- Implement electronic personnel action form
- Provide self-service tool to employees
- Centralized tracking of employee certifications and ongoing requirements to maintain certification
- Electronic onboarding

Payroll / Time Entry

In addition to moving to a new payroll system that avoids manual calculations, the County will use this project as an opportunity to transition to bi-weekly pay and to automate much of the payroll process. In implementing a new time entry and payroll process, the County will focus on simplifying the process and will use opportunities prior to go-live to simplify payroll rules.

Project Goals:

- Implement bi-weekly payroll and successfully transition all employees to bi-weekly payroll
- Ensure that employees are paid only for time worked (County currently pays on last day of pay period and workers estimate hours)
- Reduce unnecessary error correction with payroll
- Allow employees to charge labor costs to project and program
- System used to track and communicate leave accruals

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Project Scope

The project scope includes all tasks necessary for delivering the overall project criteria for success, implementation of the scope identified in this section as defined by the appropriate roles and responsibilities of this SOW, and providing all services and Deliverables defined in this SOW.

Graviton will provide the services to implement and configure the Oracle Cloud products for the County. The project will be implemented in a phased manner as outlined in the subsequent section "Implementation Approach". Graviton's consultants will perform the work with a mix of Onsite and Offsite services.

Functional Scope / Modules

Graviton will implement the following as part of this project's scope. Modules will cover all functional areas identified and more thoroughly described in Attachment A to this SOW ("the Functional Requirements").

Phase	Modules
Financials	General Ledger
	Project & Grant Accounting
	Budgeting and Planning
	Procurement
	Accounts Payable
	Inventory Management
	Billing
	Accounts Receivables
	Treasury & Cash Management
	Accounts Receivable
	Maintenance
	Asset Management
Human Resources/ Payroll	Global HR
	Benefits Administration
	Employee Evaluation
	Employee Self Service
	Position Management
	Payroll

Interfaces

The following table provides the list of Interfaces that will be developed as part of this project. For ease of cross-reference, the Requirement # in the table corresponds to the Requirement # published in the RFP.

Req #	Function	Process	Requirement	Module / System
18	GL	Journal Entry	Users can import journal entries from spreadsheet (e.g., Microsoft Excel)	Oracle Fusion ERP Cloud Service

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Req #	Function	Process	Requirement	Module / System
19	GL	Journal Entry	Imported transactions from spreadsheets are validated using the same business rules as transactions made in the system	Oracle Fusion ERP Cloud Service
37	FINREP	Export	System data can be exported for use in other third party systems	Oracle Fusion ERP Cloud Service
145	PO	Purchasing Cards	System provides automatic transfer of information from bank with purchasing card transaction details	Oracle Fusion ERP for Self Service Cloud Service
146	PO	Purchasing Cards	Interface with bank provides amount, vendor, MCC code, vendor name, p-card holder, date	Oracle Fusion ERP for Self Service Cloud Service
147	PO	Purchasing Cards	System automatically identifies vendor based on file from bank	Custom-Built Functionality (see comment)
148	PO	Purchasing Cards	Any new vendor (not in vendor file) where P-card is used is added to vendor file	Custom-Built Functionality (see comment)
212	AP	Payment Process	System supports positive pay	Oracle Fusion ERP Cloud Service
216	AP	Refunds	System allows upload of refund payments from other systems (Property Tax, Utility Billing, Medical Billing, Other)	Oracle Fusion ERP Cloud Service
217	AP	Refunds	System updates third party system when refund check clears	Oracle Fusion ERP Cloud Service
252	AP	Tax Reporting	System can produce electronic file to send 1099 related forms to IRS	Oracle Fusion ERP Cloud Service
278	AR	Point of Sale	Credit card transactions are PCI compliant	(Out of scope at this time)
289	AR	Create Receivable	System allows for import of receivables (aggregate) from bills generated from external system (property tax, utility bill, medical bills)	Oracle Fusion ERP Cloud Service
290	AR	Cash Management	System allows import of daily bank activity and balances and reconciles to recorded receipts and disbursements	Oracle Fusion ERP Cloud Service
308	CA	Asset Acquisition	ERP system stores GIS information on asset or links to County GIS system for all infrastructure / facility assets	Oracle Fusion ERP Cloud Service

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Req #	Function	Process	Requirement	Module / System
352	WO	Interface	System interfaces to County fuel system to update vehicle mileage	Oracle Fusion Supply Chain Execution Cloud Service
458	HR	Certifications	Interface to third party e-learning.	Fusion Learning Cloud Service
468	HR	New Hire	Interface to NeoGov to transfer information for new hire (from information provided during recruiting process)	Fusion Human Capital Management Base Cloud Service
469	HR	New Hire	System/NeoGov initiates new hire personnel action	Fusion Human Capital Management Base Cloud Service
471	HR	New Hire	System initiates new hire checklist as soon as information is imported from NeoGov	Fusion Human Capital Management Base Cloud Service
530	BEN	Benefit Plan Administration	System provides interface to update benefit carriers of change in enrollment, status, dependents, or other required information	Fusion Human Capital Management Base Cloud Service
562	TE	Time Entry	System interfaces with third party time entry system for department (Sherriff uses InTime)	Fusion Time and Labor Cloud Service
563	TE	Time Entry	Interface to permitting system to track time for plan reviews	Fusion Time and Labor Cloud Service
652	PAY	End of Year Process	System produces electronic files for social security and IRS	Payroll Cloud Service for the United States

Conversions

The following table provides the list of functional areas that will be addressed for data conversion. The Graviton team will work with the County during the initial workshops to determine and finalize the specific data conversion needs for each of these:

Functional Area	Current System
General Ledger	Naviline
Project/ Grant Accounting	Excel
Budget	Naviline
Procurement	Managed outside of any system
Accounts Payable	Naviline
Contracts	Excel
Inventory	Various systems
Employee File	File Server
Payroll	Naviline
Time Entry	Excel

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Reports

The following table provides the list of Reports that will be developed as part of this project. For ease of cross-reference, the Requirement # in the table corresponds to the Requirement # published in the RFP.

Req #	Function	Process	Requirement	Module / System
32	FINREP	CAFR	System used to produce all necessary schedules for County CAFR	Oracle Fusion ERP Cloud Service
33	FINREP	CAFR	Produce information for system County Annual Financial Transactions report	Oracle Fusion ERP Cloud Service
36	FINREP	Export	System reporting tools provide export to Excel	Oracle Fusion ERP Cloud Service
249	AP	Tax Reporting	Monitors cumulative payments to 1099 vendors	Oracle Fusion ERP Cloud Service
250	AP	Tax Reporting	On-demand 1099 form generation	Oracle Fusion ERP Cloud Service
280	AR	Payment Receipt	System generates deposit slip	(Out of scope at this time)
647	PAY	End of Year Process	System will produce W-2s (and to reprint single W-2)	Payroll Cloud Service for the United States
648	PAY	End of Year Process	System will store W-2s	Payroll Cloud Service for the United States
649	PAY	End of Year Process	System will produce quarterly Form 941 report (IRS)	Payroll Cloud Service for the United States
650	PAY	End of Year Process	System will produce amended W-2 for multiple years	Payroll Cloud Service for the United States
651	PAY	End of Year Process	System will produce a report showing FICA wages, by individual, W-2 Plan, and in total	Payroll Cloud Service for the United States
653	PAY	End of Year Process	System provies required payroll reports for CALPERS	Payroll Cloud Service for the United States

Workflows

The following table provides the list of Workflows that will be setup as part of this project. For ease of cross-reference, the Requirement # in the table corresponds to the Requirement # published in the RFP.

Req #	Function	Process	Requirement	Module / System
13	GL	Journal Entry	Journal entries entered by department users and routed through workflow for approval	Oracle Fusion ERP Cloud Service

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Req #	Function	Process	Requirement	Module / System
14	GL	Journal Entry	Interdepartmental journal entries are routed to department approver in each department	Oracle Fusion ERP Cloud Service
40	BUD	Budget Monitoring	System provides alerts and notifications for hitting defined budget thresholds (example: 90% of budget)	Oracle Fusion ERP Cloud Service
41	BUD	Budget Adjustments	System allows departments to propose budget transfers within department authority with workflow approval	Oracle Fusion ERP Cloud Service
109	PO	Requisition	System routes purchase requisition for approval/notification by chart of account information (object/account code)	Oracle Fusion Procurement Self Service Cloud Service
110	PO	Requisition	System routes purchase requisition for approval/notification by dollar amount	Oracle Fusion Procurement Self Service Cloud Service
111	PO	Requisition	System routes purchase requisition for approval/notification by if it is a capital item	Oracle Fusion Procurement Self Service Cloud Service
112	PO	Requisition	System allows users to cancel requisition before it is approved	Oracle Fusion Procurement Self Service Cloud Service
113	PO	Requisition	Users can query the status of requisition and determine step in the workflow process	Oracle Fusion Procurement Self Service Cloud Service
118	PO	Purchase Order	PO automatically created after requisition approval based on $ threshold	Oracle Fusion Procurement Cloud Service
131	PO	Change Order	County (department) staff only allowed to modify purchase order through change order request that goes through workflow	Oracle Fusion Procurement Cloud Service
138	PO	Change Order	Requests to change purchase order routed through workflow	Oracle Fusion Procurement Cloud Service
141	PO	Change Order	Approval of change to purchase order encumbers funds or releases encumbrance of funds	Oracle Fusion Procurement Cloud Service
159	PO	Purchasing Cards	System provides workflow approval of p-card transactions	Oracle Fusion ERP for Self Service Cloud Service

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Req #	Function	Process	Requirement	Module / System
160	PO	Purchasing Cards	System provides workflow approval of entire month p-card statement	Custom-Built Functionality (see comment)
181	AP	Invoice Approval	System provides workflow approval path for invoices from purchase orders	Oracle Fusion ERP Cloud Service
182	AP	Invoice Approval	System provides workflow approval path for Invoices without purchase orders	Oracle Fusion ERP Cloud Service
183	AP	Invoice Approval	Invoices routed through workflow for approval based on amount	Oracle Fusion ERP Cloud Service
184	AP	Invoice Approval	Invoice routed through workflow based on point of entry (entered by department vs. AP)	Oracle Fusion ERP Cloud Service
185	AP	Invoice Approval	Invoices routed through workflow for approval based on PO vs no PO	Oracle Fusion ERP Cloud Service
186	AP	Invoice Approval	Invoices routed through workflow for approval based on chart of account information	Oracle Fusion ERP Cloud Service
243	AP	Employee Reimbursement	System routes travel reimbursement request to supervisor through workflow	Oracle Fusion ERP for Self Service Cloud Service
459	HR	Personnel Actions	Departments enter personnel actions directly into the system for workflow approval	Fusion Human Capital Management Base Cloud Service
460	HR	Personnel Actions	Each personnel action type can have different workflow approval type	Fusion Human Capital Management Base Cloud Service
465	HR	Personnel Actions	Upon approval of the personnel action and effective date reached, changes are automatically made to the employee record.	Fusion Human Capital Management Base Cloud Service
544	BEN	Self Service	Any benefit changes made through self-service are routed through workflow for approval	Fusion Human Capital Management Base Cloud Service
547	BEN	Self Service	Notification / confirmation email sent to employee for benefit changes	Fusion Human Capital Management Base Cloud Service
567	TE	Time Sheet Approval	System provides workflow for review and approval of timesheets with ability to activate notifications.	Fusion Time and Labor Cloud Service

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Req #	Function	Process	Requirement	Module / System
568	TE	Time Sheet Approval	Allow for supervisory approval of time on a pay period basis	Fusion Time and Labor Cloud Service
569	TE	Time Sheet Approval	System supports multiple approvals for timesheets or individual timesheet	Fusion Time and Labor Cloud Service
570	TE	Time Sheet Approval	System allows for the workflow approval of vacation or requests of time off	Fusion Time and Labor Cloud Service
571	TE	Time Sheet Approval	For employees in multiple positions, timesheet is route to supervisor of each position	Fusion Time and Labor Cloud Service
633	PAY	Self Service	All changes made by employees via the self-service module are routed to the appropriate approver/supervisor for review and approval via workflow before the change is posted.	Fusion Human Capital Management Base Cloud Service

Other (Development)

There are no additional development needs in scope.

Implementation Deliverables

Deliverables will be provided to comply with the Deliverable Expectation Documents included in Attachment B to this SOW (DED). A complete list of Deliverables is found under the section titled "Implementation Approach".

Technical Requirements

There are no additional technical requirements in scope for this project (in addition to the requirements detailed in the preceding sub-sections). Oracle Cloud ERP is an application hosted in the Cloud by Oracle. The County does not need to perform any pre-requisite tasks for provisioning the environments for the project.

The County will work with DLT/ Oracle to procure the necessary software licenses required for this project as per the software procurement contract shared during the RFP process.

Implementation Plan

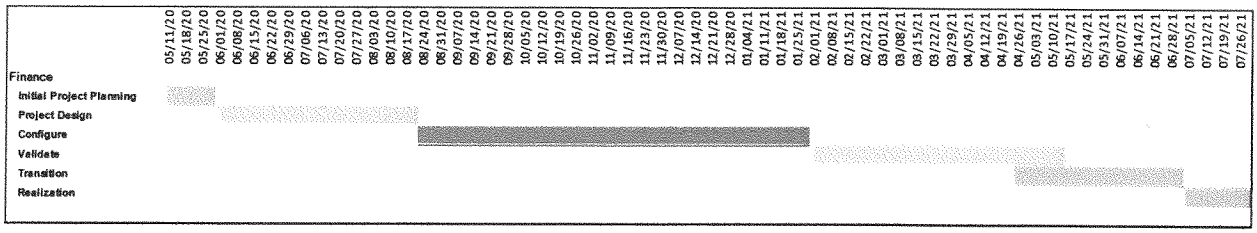
Schedule

The following are the planned timelines for the County's ERP Implementation project. Finance will be implemented as part of the "FIN" Workstream. The EPM Implementation, though part of the Finance Workstream, will be tracked in a separate project plan.

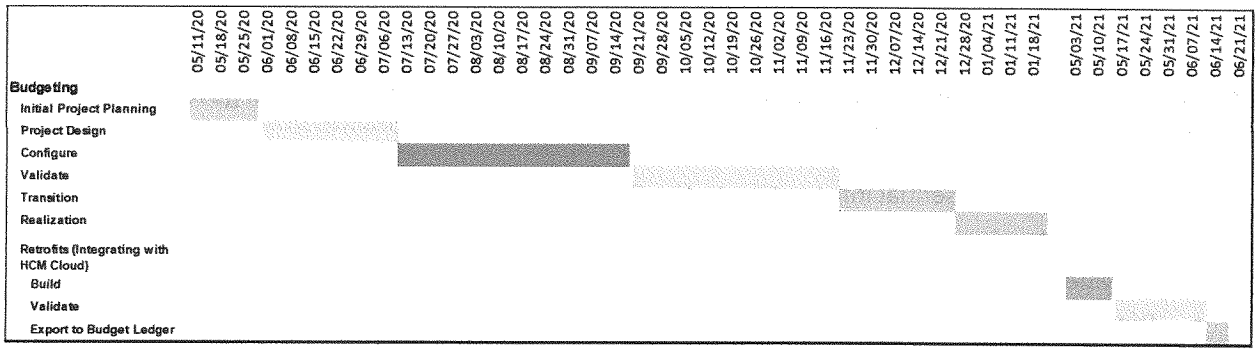
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Human Resource Management/ Payroll will be implemented as part of the "HCM" Workstream. The Go-Live of the HCM Workstream may be delayed by up to 2 weeks as per the County's direction and discretion.

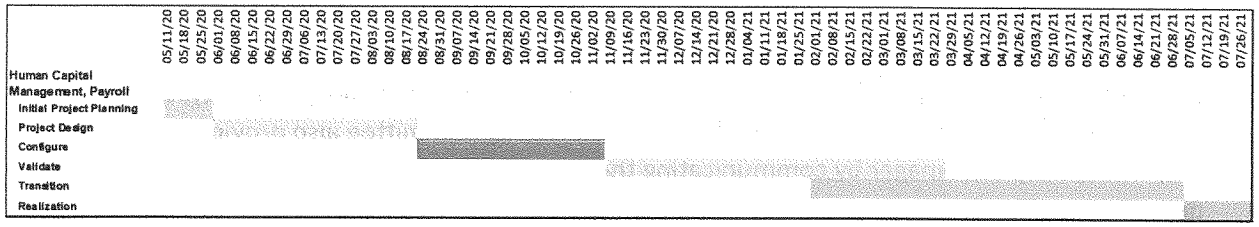
Timeline: High-Level Project Overview: Finance Implementation



Timeline: High-Level Project Overview: EPM Implementation



Timeline: High-Level Project Overview: HCM Workstream



Staffing

Graviton will provide the services of the following consultants for the County's ERP Implementation project. All consultants listed below shall be considered "Key Personnel."

Consultant Name	Project Role
Vineet Srivastava	Engagement Manager
Ray Hirte	Success Manager
Prashant Jejurikar	Project Manager
Sirosh Sridharan	ERP Solution Architect

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Richard Wellborn	Budgeting Lead
Anthony Cambria	ERP Functional Consultant
Mary Kay Brown	ERP Functional Consultant
Jennifer Bocanegra	HR Solution Architect and Payroll Consultant
Sarah Dykstra	HCM Functional Consultant
Gautam Chaudhary	Procurement Lead
Farah Zekria	Procurement Functional Consultant
Brad Eblin	Technical Consultant

The County has identified several teams made up of representatives from various County departments and containing subject-matter-experts that will provide information, make decisions, and participate in implementation activities. County functional teams are listed below:

Governance Structure

To manage the project, the County and Graviton will jointly participate in the project governance structure. Primarily responsibility of the governance structure will be to:

- Communicate essential information to the County
- Provide structure for efficient and timely decision making based on understood project roles
- Provide support and leadership for the project throughout the County and Graviton
- Provides a thorough review and quality assurance mechanism.

Governance Responsibilities

- Steering Committee

The County Steering Committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. The Steering Committee will meet regularly as required to be updated on all project progress, project decisions, and achievement of project milestones. The County Steering Committee also provides support to the County Project Manager by communicating the importance of the Project to all impacted departments. The County Steering Committee is responsible for ensuring the Project has appropriate resources, providing strategic direction to the project team, and making timely decisions on critical project issues or policy decisions. The County Steering Committee also serves as primary level of issue resolution for the Project. When necessary Graviton will participate in County steering co

Steering Committee Member	Steering Committee Role
Vineet Srivastava	Vendor Engagement Manager
Prashant Jejurikar	Vendor Project Manager
Ray Hirte	Vendor Success Manager
Sirosh Sridharan	Vendor Solutions Architect

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- Project Manager -

The Project Management Team is made up of representatives from both the County and Graviton and coordinates project team members, subject matter experts, and the overall implementation schedule and all day-to-day activities of the project.

- Project Team

Project team members will represent various functional or technical subject matter experts from the County and Graviton and will participate and lead all activities related to the project. Team members from Graviton and the County will work together as defined in the "Implementation Approach" section of this SOW.

Implementation Approach

Graviton will execute this project using the Oracle Unified Methodology for Cloud Implementations. The project lifecycle will be divided into phases as documented in the subsequent "Roles & Responsibilities" section. The Finance/ Budgeting and HR/ Payroll workstreams will follow this phased pattern. The timelines will be staggered as indicated in the previous "Schedule" section.

Roles & Responsibilities (County/ Vendor)

Graviton understands that this project is a significant undertaking for the County. The Graviton team will work closely with the County staff and provide guidance and handholding throughout the project as needed. Graviton assures the County that this project will be very collaborative in nature. Whenever the County needs to make any decisions, the Graviton team will help the County understand the various alternatives available and will support the County in making the decision.

The following are the high-level details of the roles and responsibilities, deliverables, and related milestones throughout the life of the project. These will be applicable to both the FIN and HCM phases. The deliverables tables below list the corresponding milestones from the FIN and HCM phases. Graviton's Project Manager will work with the County's Project Manager to define the location and organization of the project's document repository. All submitted and approved deliverables will be stored in this repository.

1. **Phase Name:** 1-System Design

   Phase Description: This phase will include project kick-off and a review of the business's strategic direction. It will also be used to confirm, document, and prioritize the high-level business use cases for the project. The initial project plan will be developed during this phase. Graviton will work closely with the County to review project goals and business processes. Graviton will provide Process Familiarization Training to the County team.

Key Outcome: This phase has the following key outcomes:

- Project Kick-off
- Document and prioritize the business use cases in scope
- Conduct Process Familiarization Training
- Conduct Discovery meetings
- Conduct CRP1 to identify business process gaps

Key Tasks: The following table lists the key tasks to be performed during this phase. The detailed list of tasks will be maintained in the project schedule.

Tasks	Responsibility
Understand County goals, best practices, and necessary changes required for implementation	Joint
Conduct workshops to understand and document business use cases	Graviton
Develop system design	Graviton
Establish the project steering committee	County
Identify the key stakeholders that will participate in the workshops	County
Secure time of the stakeholders for the workshops	County

Deliverables and Milestones: The following table lists the deliverables applicable to this phase, and the corresponding milestone.

Deliverable #	Deliverable Name	Milestone
1	Weekly Status Report	N/A
2	Project Management Plan	1 - System Design Phase Completion (FIN)
3	Project Schedule	1 - System Design Phase Completion (FIN)
4	Workshop Schedule	1 - System Design Phase Completion (FIN)
5	Use Cases Matrix	1 - System Design Phase Completion (FIN)
6	Project Management Plan	6 - System Design Phase Completion (HCM)
7	Project Schedule	6 - System Design Phase Completion (HCM)
8	Workshop Schedule	6 - System Design Phase Completion (HCM)
9	Use Cases Matrix	6 - System Design Phase Completion (HCM)

2. Phase Name: 2 – Build Phase

Phase Description: In this phase, the Graviton team will implement the configuration settings as per the System Design document. They will conduct workshops with the County team to validate the system functionality against the documented business use cases. They will build and test the integrations and extensions. They will prepare and load the sample data provided by the County; the County team will review and validate the loaded data.

Key Outcome: This phase has the following key outcomes:

- Develop the Functional & Technical Design Documents as needed
- Initial application configuration

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- Implementation of integrations
- Conversion of data
- Conduct CRP2 and CRP3

Key Tasks: The following table lists the key tasks to be performed during this phase. The detailed list of tasks will be maintained in the project schedule.

Tasks	Responsibility
Perform system configuration	Graviton
Develop data conversion scripts	Graviton
Convert data	Joint
Provide extracts of the legacy data	County
Validate the converted data	County
Build Integrations and Reports	Graviton
Conduct Conference Room Pilots (CRPs)	Graviton

Deliverables and Milestones: The following table lists the deliverables applicable to this phase, and the corresponding milestone.

Deliverable #	Deliverable Name	Milestone
10	Functional Design	2 - Build Phase Completion (FIN)
11	Technical Design	2 - Build Phase Completion (FIN)
12	User Roles Matrix	2 - Build Phase Completion (FIN)
13	Data Conversion Strategy	2 - Build Phase Completion (FIN)
14	Data Conversion Document	2 - Build Phase Completion (FIN)
15	Functional Design	7 - Build Phase Completion (HCM)
16	Technical Design	7 - Build Phase Completion (HCM)
17	User Roles Matrix	7 - Build Phase Completion (HCM)
18	Data Conversion Strategy	7 - Build Phase Completion (HCM)
19	Data Conversion Document	7 - Build Phase Completion (HCM)

3. Phase Name: 3 – Testing Phase

Phase Description: This phase focuses on preparing for and conducting an End-to-End Review of the new system. This includes standard functionality, data loads and integrations. Graviton will develop a test plan which will outline the testing approach, roles and responsibilities, and deadlines for testing. Graviton will conduct the System Testing, and the County will conduct the End-to-end review (User Acceptance Testing).

Key Outcome: This phase has the following key outcomes:

- Successful system testing
- Successful end-to-end review (User Acceptance Testing)
- Successful payroll parallel testing

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Key Tasks: The following table lists the key tasks to be performed during this phase. The detailed list of tasks will be maintained in the project schedule.

Tasks	Responsibility
Document the test plan	Graviton
Document the system test scenarios	Graviton
Execute system test scenarios	Graviton, supported by the County
Finalize the end-to-end review and payroll parallel testing scenarios	County
Execute end-to-end review	County
Execute payroll parallel testing	County
Resolve system testing, end-to-end review, and payroll parallel testing issues	Graviton

Deliverables and Milestones: The following table lists the deliverables applicable to this phase, and the corresponding milestone.

Deliverable #	Deliverable Name	Milestone
20	Testing Strategy	3 - Testing Phase Completion (FIN)
21	Test Scenarios	3 - Testing Phase Completion (FIN)
22	Testing Strategy	8 - Testing Phase Completion (HCM)
23	Test Scenarios	8 - Testing Phase Completion (HCM)

4. Phase Name: 4 – Go-Live

Phase Description: This phase starts with the end-user training and preparation for cutover. As part of the cutover activities, the validated configuration is migrated to the Production Environment, the County's data is loaded, and a final review is conducted with users and stakeholders to help ensure that the new environment is ready for use.

Key Outcome: The following are the key outcomes of this phase:

- Job aids complete
- Train-the-trainer sessions complete
- End-user training complete
- Production system live

Key Tasks: The following table lists the key tasks to be performed during this phase. The detailed list of tasks will be maintained in the project schedule.

Tasks	Responsibility
Develop the Job aids	Joint
Provide training to County's trainers	Graviton
Provide training to the County's user community	County
Execute Cutover to Production	Joint

Deliverables and Milestones: The following table lists the deliverables applicable to this phase, and the corresponding milestone.

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Deliverable #	Deliverable Name	Milestone
24	Job Aids	4 - Go-Live Phase Completion (FIN)
25	Cutover Checklist	4 - Go-Live Phase Completion (FIN)
26	Job Aids	9 - Go-Live Phase Completion (HCM)
27	Cutover Checklist	9 - Go-Live Phase Completion (HCM)

5. Phase Name: 5 – Support Phase

Phase Description: This phase begins active use of the system and, during the phase, the transition to steady-state operations is managed. This phase also includes any post-production support called for in the contract, the obtaining of the final acceptance of the system, and the closing out of the project and related processes. This phase will culminate in project closure.

Key Outcome: The following are the key outcomes of this phase:

- Transition of the production system to steady state
- Post go-live support
- Final system acceptance

Key Tasks: The following table lists the key tasks to be performed during this phase. The detailed list of tasks will be maintained in the project schedule.

Tasks	Responsibility
Support any issues in Production related to the system configuration	Graviton
Report any issues found with the Oracle Cloud product to Oracle	Graviton
Transition the system's ownership and maintenance to the County IT staff	Graviton, with County support

Deliverables and Milestones: The following table lists the deliverables applicable to this phase, and the corresponding milestone.

Deliverable #	Deliverable Name	Milestone
28	Project Acceptance Report	5 - Support Phase Completion (FIN)
29	Project Acceptance Report	10 - Support Phase Completion (HCM)

Testing

Testing Approach

The following are the high-level details of the tasks that will be performed during the various testing stages.

Unit Testing:

Tasks	Responsibility
Perform unit testing for their configurations and development items	Graviton

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System Integration Testing:

Tasks	Responsibility
Develop and document system integration test scenarios	Graviton
Perform end-to-end system integration test and document results	Graviton
Resolve system integration test issues	Graviton

User Acceptance Testing (End-to-end review):

Tasks	Responsibility
Develop and document user acceptance testing scenarios	County
Perform user acceptance testing and document results	County
Resolve user acceptance testing issues	Graviton

Payroll Parallel Testing:

Tasks	Responsibility
Perform payroll parallel testing cycles (at least 2) and document results	Joint
Resolve payroll parallel testing issues	Joint

Required Tests

The following test stages are required for this project. Additional details for can be found in the preceding sub-section "Testing Approach".

1. Unit Testing
2. System Integration Testing
3. User Acceptance Testing
4. Payroll Parallel Testing

Testing Documentation

The Graviton team will document the following deliverables as part of the Testing phase:

1. System Test Scenarios
2. System Test Results
3. UAT Test Scenarios (provided by the County)
4. UAT Test Results (provided by the County)
5. Payroll Parallel Testing Results (provided by the County)

Graviton's Project Manager will store these deliverables in the project's document repository. Graviton's Project Manager will make sure that the entire project team has access to these documents.

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Training

Training Tools

The Graviton team will provide training onsite, in a classroom setting. The Training will be provided using a combination of whiteboard sessions, hands-on exercises, and on-screen demonstrations for the participants. The following training inputs will be provided to the County:

1. Graviton will conduct "Process Familiarization Training" sessions at the start of the FIN and HCM phases. These will be driven by PowerPoint and will be conducted onsite in a classroom setting.
2. The next set of training inputs will be achieved via hands-on exercises conducted during the Conference Room Pilots.
3. The third component of the training will be the formal "Train the trainer" sessions, which will be a combination of job-aids and hands-on exercises, depending upon the needs of the audience. The Graviton team will provide this training to the Trainers selected by the County. These trainers will subsequently train the rest of the user community.

In addition to this, the Graviton team will informally share their knowledge and experience with the County staff during the entire project execution. Graviton will also create Job-aid documents where appropriate. These will serve as a reference documentation in addition to the rest of the training inputs.

Training Documentation

Training documents will be prepared using Microsoft Office formats (Word, Excel, PowerPoint). All the documentation created for Training delivery will be stored in the project's document repository. Graviton's Project Manager will ensure that the entire project team has access to the Training Documentation.

Training Delivery

The Graviton team will provide "Train the trainer" sessions to the trainees identified by the County. The training sessions will be performed onsite, in a classroom setting, using a combination of whiteboard sessions, hands-on exercises, and on-screen demonstrations.

These trainees will provide further training to the rest of the user community.

Project Management

Graviton's project manager will work closely with the County's project manager throughout the project, to help ensure that the project keeps moving forward towards successful completion. The project management team will be responsible for the following:

Schedule Management

Graviton's Project Manager will develop the initial draft of the Project Schedule. He will review it with the County's Project Manager. The approved version will be baselined and stored in the document repository. Graviton's Project Manager will be responsible for keeping the project schedule updated throughout the project.

Tasks	Responsibility
Develop the draft project schedule	Graviton
Review & approve the project schedule	County
Maintain the project schedule	Graviton

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Document & Deliverable Repositories

Graviton's Project Manager will setup a dedicated SharePoint site for the project on Graviton's SharePoint farm. This site will serve as the project's document repository. The repository's structure will be organized to allow clear demarcation between "in progress" documents and "approved deliverables". The entire project team will be granted access to the SharePoint site.

Tasks	Responsibility
Setup, maintain, and administer the SharePoint repository	Graviton

Quality Assurance

Graviton's project manager will be responsible for the quality of tasks and deliverable by the Graviton team. The County project manager will be responsible for the quality of tasks and deliverables by the County team.

The Graviton team will rely upon the Testing Approach (described previously) to ensure Quality Assurance for the project. The Graviton Project Manager will setup a project in Jira for this project. Within this, he will setup dedicated Kanban boards to record and manage the issues discovered during System, User Acceptance, and Payroll Parallel Testing. The entire project team will be granted access to these Kanban boards.

Tasks	Responsibility
Setup, maintain, and administer the Jira project	Graviton

Tracking Acceptance

Graviton's project manager will work with the County project manager to seek acceptance for the submitted deliverables, such as Functional design, Technical design, and System Testing results.

In the cases where the County seeks any clarifications, he will facilitate discussion meetings if needed. He will record the approvals for all deliverables in the SharePoint document repository.

Tasks	Responsibility
Submit deliverables for approval	Graviton
Provide review feedback and approval	County
Maintain evidence of approval	Graviton

Communications

Graviton's project manager will the communications plan within the Project Management Plan deliverable. This will cover the activities to proactively and effectively communicate project information to the project team and stakeholders. He will review it with the County's project manager and update to include any feedback received. He will finalize the reporting templates in collaboration with the County's project manager.

The final approved plan will be stored in the SharePoint document repository, and copies will be distributed to the entire project team.

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Tasks	Responsibility
Develop the communications plan	Graviton
Review and approve the communications plan	County
Finalize the reporting templates	Joint

Status Reports

Graviton's Project Manager will provide weekly status reports to the County project leadership. He will work with the County's Project Manager the determine the status report format during the initial stages of the project.

The Status Reports will be stored in the project's document repository and will be made accessible to the entire project team.

Tasks	Responsibility
Provide weekly and ad-hoc status reports	Graviton

Meetings

Meetings will be scheduled reasonably in advance. They will be facilitated by the Graviton Project Manager or the County Project Manager depending upon context. Graviton's Project Manager will provide an agenda and will distribute the meeting minutes for each project meeting. He will establish conference bridges for any meetings that will have remote participants.

The County Project Manager will secure the time and ensure attendance for the County's participants. The Graviton Project Manager will secure the time and ensure attendance for Graviton's participants. Any meetings with third parties will be arranged and facilitated by the County.

Risk & Issue Management

Graviton's Project Manager will perform Risk & Issue Management for the project jointly with the County Project Manager.

Graviton's project manager will maintain the "RAID" log on the project's SharePoint site. The RAID log will be used to record and manage the project's Risks, Action items, Issues, and Decisions. This RAID log will be accessible to the entire project team.

Tasks	Responsibility
Setup and maintain the RAID log in the SharePoint repository	Graviton
Perform ongoing risk & issues management	Joint

Facility Requirements

1. The County will identify the stakeholders and Subject Matter Experts representing all impacted departments.
2. The County will provide the Graviton team with the following:
    a. Adequate workspaces with internet connections.
    b. Access to the County's network.
    c. Access to any existing relevant documentation.

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Attachment A – Functional Requirements

See separate Excel Worksheet

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Attachment B – Deliverable Expectation Document (DED)

All Deliverables in scope for this project are defined in more detail below. The descriptions listed for each shall serve as acceptance criteria.

Deliverable Number: 1	
Deliverable Name: Weekly Status Report	**PHASE / STAGE:** All Phases
Link to Payment #: N/A	**Completion By:** Ongoing throughout the project
Purpose: This deliverable will be used to distribute the project status report on a weekly basis.	
Description/Objective: The objective of the weekly status report is to keep the project's stakeholders updated with the project's progress, including high level status, risks, issues, and decisions.	
Format: The weekly status report will be delivered as a Word document.	
Scope & Outline: Please refer to the attached document template "Weekly Status Report".	
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors	

Deliverable Number: 2	
Deliverable Name: Project Management Plan (FIN)	**PHASE / STAGE:** 1 – System Design
Link to Payment #: 1 - System Design Phase Completion (FIN)	**Completion By:** As determined by the project schedule.

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Deliverable Number: 2
Purpose: This deliverable will serve as the go-to document for the execution of the FIN phase of the project.
Description/Objective: The objective of the project management plan is to serve as the single source of guidance for the project's execution. It describes the approach to be taken for project areas such as schedule management, scope management, risk management, and resource management.
Format: The project management plan will be delivered as a Word document.
Scope & Outline: Please refer to the attached document template "Project Management Plan".
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors

Deliverable Number: 3	
Deliverable Name: Project Schedule (FIN)	**PHASE / STAGE:** 1 – System Design
Link to Payment #: 1 - System Design Phase Completion (FIN)	**Completion By:** To be determined upon Project Kick-off
Purpose: The purpose of this deliverable is to provide the detailed list of tasks to be executed for the completion of the FIN phase of the project.	
Description/Objective: The project schedule will be organized as per the phased approach to be followed for this project. For each task, it will include the duration, start & end dates, resource assignments, and dependencies.	

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Deliverable Number: 3
Format: The project schedule will be delivered in MS Project format.
Scope & Outline: Please refer to the attached document template "Project Schedule"
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors

Deliverable Number: 4	
Deliverable Name: Workshop Schedule (FIN)	**PHASE / STAGE:** 1 – System Design
Link to Payment #: 1 - System Design Phase Completion (FIN)	**Completion By:** As determined by the project schedule
Purpose: The Workshop schedule will be used to schedule the workshops to be conducted during the System Design phase of the project.	
Description/Objective: The Workshop schedule will be used to schedule the workshops to be conducted during the System Design phase of the project.	
Format: The Workshop schedule will be delivered as an Excel spreadsheet.	
Scope & Outline: Please refer to the attached document template "Workshop Schedule".	

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Deliverable Number: 4
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors

Deliverable Number: 5	
Deliverable Name: Use Cases Matrix (FIN)	**PHASE / STAGE:** 1 – System Design
Link to Payment #: 1 - System Design Phase Completion (FIN)	**Completion By:** As determined by the project schedule
Purpose: The Use Cases matrix document will document the business cases to be addressed as part of the project. It will serve as the base off which the application configuration and development tasks will be performed.	
Description/Objective: The Use Cases Matrix will contain the business use cases that will be addressed. This document will be used throughout the project, including the final end-to-end review (UAT).	
Format: The Use Cases Matrix will be delivered as an Excel spreadsheet.	
Scope & Outline: Please refer to the attached "Use Cases Matrix" document.	
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues.	

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Deliverable Number: 5	
Deliverable Name: Use Cases Matrix (FIN)	**PHASE / STAGE:** 1 – System Design
4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors	

Deliverable Number: 6	
Deliverable Name: Project Management Plan (HCM)	**PHASE / STAGE:** 1 – System Design
Link to Payment #: 6 - System Design Phase Completion (HCM)	**Completion By:** As determined by the project schedule.
Purpose: This deliverable will serve as the go-to document for the execution of the HCM phase of the project.	
Description/Objective: The objective of the project management plan is to serve as the single source of guidance for the project's execution. It describes the approach to be taken for project areas such as schedule management, scope management, risk management, and resource management.	
Format: The project management plan will be delivered as a Word document.	
Scope & Outline: Please refer to the attached document template "Project Management Plan".	
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors	

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Deliverable Number: 7	
Deliverable Name: Project Schedule (HCM)	**PHASE / STAGE:** 1 – System Design
Link to Payment #: 6 - System Design Phase Completion (HCM)	**Completion By:** To be determined upon Project Kick-off

Purpose:

The purpose of this deliverable is to provide the detailed list of tasks to be executed for the completion of the HCM phase of the project.

Description/Objective:

The project schedule will be organized as per the phased approach to be followed for this project. For each task, it will include the duration, start & end dates, resource assignments, and dependencies.

Format:

The project schedule will be delivered in MS Project format.

Scope & Outline:

Please refer to the attached document template "Project Schedule"

Acceptance Criteria:

1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED.
2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues
3. The respective Graviton and County Leads have resolved all material content and/or quality issues.
4. The deliverable meets the agreed upon Project Management and Documentation Standards
5. The deliverable does not contain material or substantive formatting and spelling errors

Deliverable Number: 8	
Deliverable Name: Workshop Schedule (HCM)	**PHASE / STAGE:** 1 – System Design
Link to Payment #: 6 - System Design Phase Completion (HCM)	**Completion By:** As determined by the project schedule

Purpose:

The Workshop schedule will be used to schedule the workshops to be conducted during the System Design phase of the project.

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Deliverable Number: 8
Description/Objective: The Workshop schedule will be used to schedule the workshops to be conducted during the System Design phase of the project.
Format: The Workshop schedule will be delivered as an Excel spreadsheet.
Scope & Outline: Please refer to the attached document template "Workshop Schedule".
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors

Deliverable Number: 9	
Deliverable Name: Use Cases Matrix (HCM)	**PHASE / STAGE:** 1 – System Design
Link to Payment #: 6 - System Design Phase Completion (HCM)	**Completion By:** As determined by the project schedule
Purpose: The Use Cases matrix document will document the business cases to be addressed as part of the project. It will serve as the base off which the application configuration and development tasks will be performed.	
Description/Objective: The Use Cases Matrix will contain the business use cases that will be addressed. This document will be used throughout the project, including the final end-to-end review (UAT).	
Format: The Use Cases Matrix will be delivered as an Excel spreadsheet.	

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Deliverable Number: 9	
Deliverable Name: Use Cases Matrix (HCM)	**PHASE / STAGE:** 1 – System Design
Scope & Outline: Please refer to the attached "Use Cases Matrix" document.	
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors	

Deliverable Number: 10	
Deliverable Name: Functional Design (FIN)	**PHASE / STAGE:** 2 – Build Phase
Link to Payment #: 2 - Build Phase Completion (FIN)	**Completion By:** As determined by the project schedule.
Purpose: The functional design document will be used to document the functional specifications if applicable for any integrations.	
Description/Objective: The functional design document will be used to document the functional specifications if applicable for any integrations. One document will be created for each integration in scope.	
Format: The functional design document will be delivered as a Word document.	
Scope & Outline: Please refer to the attached document template "Functional Design".	
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED.	

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Deliverable Number: 10	
Deliverable Name: Functional Design (FIN)	**PHASE / STAGE:** 2 – Build Phase
2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors	

Deliverable Number: 11	
Deliverable Name: Technical Design (FIN)	**PHASE / STAGE:** 2 – Build Phase
Link to Payment #: 2 - Build Phase Completion (FIN)	**Completion By:** As determined by the project schedule.
Purpose: The technical design document will be used to document the technical design where applicable for integrations.	
Description/Objective: The Technical design will be developed as companion to the functional design document, for all integrations in scope. One document will be created for each integration in scope.	
Format: The technical design will be delivered in Word format.	
Scope & Outline: Please refer to the attached "Technical Design" document template.	
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors	

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Deliverable Number: 12	
Deliverable Name: User Roles Matrix (FIN)	**PHASE / STAGE:** 2 – Build Phase
Link to Payment #: 2 - Build Phase Completion (FIN)	**Completion By:** As determined by the project schedule.

Purpose:

The Security design document records the details of the roles and permissions that will be configured in the ERP application.

Description/Objective:

The Security Design document is used as the basis for setting up the roles, permissions, and security access setup in the ERP application.

Format:

The Security Design document will be delivered in Excel spreadsheet format.

Scope & Outline:

Please refer to the attached document template "User Roles Matrix".

Acceptance Criteria:

1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED.
2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues
3. The respective Graviton and County Leads have resolved all material content and/or quality issues.
4. The deliverable meets the agreed upon Project Management and Documentation Standards
5. The deliverable does not contain material or substantive formatting and spelling errors

Deliverable Number: 13	
Deliverable Name: Data Conversion Strategy (FIN)	**PHASE / STAGE:** 2 – Build Phase
Link to Payment #: 2 - Build Phase Completion (FIN)	**Completion By:** As determined by the project schedule

Purpose:

The data conversion strategy document will outline the overall approach to be used for the project's data conversion needs.

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Deliverable Number: 13	
Deliverable Name: Data Conversion Strategy (FIN)	**PHASE / STAGE:** 2 – Build Phase
Description/Objective: The data conversion strategy will outline the conversion overall approach. It will include details about the methods/ approaches to be used for data acquisition, cleanup, conversion, and validation.	
Format: The data conversion strategy document will be provided in Excel format.	
Scope & Outline: Please refer to the attached "Data Conversion Strategy" document template.	
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors	

Deliverable Number: 14	
Deliverable Name: Data Conversion Document (FIN)	**PHASE / STAGE:** 2 – Build Phase
Link to Payment #: 2 - Build Phase Completion (FIN)	**Completion By:** As determined by the project schedule
Purpose: The data conversion document will outline the low level technical details for each specific conversion item in scope.	
Description/Objective: The data conversion document will document the appropriate technical information related to the conversion items. A separate data conversion document will be created for each conversion item in scope.	

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Deliverable Number: 14	
Deliverable Name: Data Conversion Document (FIN)	**PHASE / STAGE:** 2 – Build Phase
Format: The data conversion document will be provided in Word format.	
Scope & Outline: Please refer to the attached "Data Conversion Document" template.	
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors	

Deliverable Number: 15	
Deliverable Name: Functional Design (HCM)	**PHASE / STAGE:** 2 – Build Phase
Link to Payment #: 7 - Build Phase Completion (HCM)	**Completion By:** As determined by the project schedule.
Purpose: The functional design document will be used to document the functional specifications if applicable for any integrations.	
Description/Objective: The functional design document will be used to document the functional specifications if applicable for any integrations. One document will be created for each integration in scope.	
Format: The functional design document will be delivered as a Word document.	
Scope & Outline: Please refer to the attached document template "Functional Design".	

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Deliverable Number: 15	
Deliverable Name: Functional Design (HCM)	**PHASE / STAGE:** 2 – Build Phase
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors	

Deliverable Number: 16	
Deliverable Name: Technical Design (HCM)	**PHASE / STAGE:** 2 – Build Phase
Link to Payment #: 7 - Build Phase Completion (HCM)	**Completion By:** As determined by the project schedule.
Purpose: The technical design document will be used to document the technical design where applicable for integrations.	
Description/Objective: The Technical design will be developed as companion to the functional design document, for all integrations in scope. One document will be created for each integration in scope.	
Format: The technical design will be delivered in Word format.	
Scope & Outline: Please refer to the attached "Technical Design" document template.	
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues.	

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Deliverable Number: 16	
Deliverable Name: Technical Design (HCM)	**PHASE / STAGE:** 2 – Build Phase
4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors	

Deliverable Number: 17	
Deliverable Name: User Roles Matrix (HCM)	**PHASE / STAGE:** 2 – Build Phase
Link to Payment #: 7 - Build Phase Completion (HCM)	**Completion By:** As determined by the project schedule.
Purpose: The Security design document records the details of the roles and permissions that will be configured in the ERP application.	
Description/Objective: The Security Design document is used as the basis for setting up the roles, permissions, and security access setup in the ERP application.	
Format: The Security Design document will be delivered in Excel spreadsheet format.	
Scope & Outline: Please refer to the attached document template "User Roles Matrix".	
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors	

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Deliverable Number: 18	
Deliverable Name: Data Conversion Strategy (HCM)	**PHASE / STAGE:** 2 – Build Phase
Link to Payment #: 7 - Build Phase Completion (HCM)	**Completion By:** As determined by the project schedule

Purpose:

The data conversion strategy document will outline the overall approach to be used for the project's data conversion needs.

Description/Objective:

The data conversion strategy will outline the conversion overall approach. It will include details about the methods/ approaches to be used for data acquisition, cleanup, conversion, and validation.

Format:

The data conversion strategy document will be provided in Excel format.

Scope & Outline:

Please refer to the attached "Data Conversion Strategy" document template.

Acceptance Criteria:

1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED.
2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues
3. The respective Graviton and County Leads have resolved all material content and/or quality issues.
4. The deliverable meets the agreed upon Project Management and Documentation Standards
5. The deliverable does not contain material or substantive formatting and spelling errors

Deliverable Number: 19	
Deliverable Name: Data Conversion Document (HCM)	**PHASE / STAGE:** 2 – Build Phase
Link to Payment #: 7 - Build Phase Completion (HCM)	**Completion By:** As determined by the project schedule

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Deliverable Number: 19	
Deliverable Name: Data Conversion Document (HCM)	**PHASE / STAGE:** 2 – Build Phase
Purpose: The data conversion document will outline the low level technical details for each specific conversion item in scope.	
Description/Objective: The data conversion document will document the appropriate technical information related to the conversion items. A separate data conversion document will be created for each conversion item in scope.	
Format: The data conversion document will be provided in Word format.	
Scope & Outline: Please refer to the attached "Data Conversion Document" template.	
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors	

Deliverable Number: 20	
Deliverable Name: Testing Strategy and Test Plan (FIN)	**PHASE / STAGE:** 2 – Testing Phase
Link to Payment #: 3 - Testing Phase Completion (FIN)	**Completion By:** As determined by the project schedule
Purpose: The testing strategy deliverable describes the approaches that will be used for the testing activities for the project.	

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Deliverable Number: 20	
Deliverable Name: Testing Strategy and Test Plan (FIN)	**PHASE / STAGE:** 2 – Testing Phase
Description/Objective: The testing strategy document describes the types of testing that will be executed during the project. It also provides an overall guiding approach for the project's testing activities.	
Format: The testing strategy will be delivered as a word document.	
Scope & Outline: Please refer to the attached "Testing Strategy and Test Plan" document template.	
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors	

Deliverable Number: 21	
Deliverable Name: Test Scenarios (FIN)	**PHASE / STAGE:** 2 – Testing Phase
Link to Payment #: 3 - Testing Phase Completion (FIN)	**Completion By:** As determined by the project schedule
Purpose: The test scenarios deliverable lists the test scenarios that will be executed during the testing phases for the project. These will be used for System Testing and User Acceptance Testing (end-to-end review).	
Description/Objective: The test scenarios document will be built using the Use Case Matrix as the base. It will contain all the business use case scenarios, the steps to execute, and the expected results. It will have placeholders to record the details of the tester, test date, results, and any comments.	

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Deliverable Number: 21	
Deliverable Name: Test Scenarios (FIN)	**PHASE / STAGE:** 2 – Testing Phase
Format: The testing strategy will be delivered as an excel document.	
Scope & Outline: Please refer to the attached "Use Cases Matrix" document template.	
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors 6. This deliverable should cover all Business Processes in scope for the given Oracle Cloud module. Every Oracle Cloud module in scope for the project should have a corresponding Test Scenario document. 7. The County leads will be responsible to ensure that all applicable Business Scenarios are accounted for this in matrix. 8. The Graviton module lead and the County module lead will be jointly responsible for accurate tracking of Test results.	

Deliverable Number: 22	
Deliverable Name: Testing Strategy and Test Plan (HCM)	**PHASE / STAGE:** 2 – Testing Phase
Link to Payment #: 8 - Testing Phase Completion (HCM)	**Completion By:** As determined by the project schedule
Purpose: The testing strategy deliverable describes the approaches that will be used for the testing activities for the project.	
Description/Objective: The testing strategy document describes the types of testing that will be executed during the project. It also provides an overall guiding approach for the project's testing activities.	

Attachment: Agreement_2020-234 graviton (RES-2021-548 : Approve Second Amendment with Graviton and Budget Action ($75,000))

Deliverable Number: 22	
Deliverable Name: Testing Strategy and Test Plan (HCM)	**PHASE / STAGE:** 2 – Testing Phase
Format: The testing strategy will be delivered as a word document.	
Scope & Outline: Please refer to the attached "Testing Strategy and Test Plan" document template.	
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors	

Deliverable Number: 23	
Deliverable Name: Test Scenarios (HCM)	**PHASE / STAGE:** 2 – Testing Phase
Link to Payment #: 8 - Testing Phase Completion (HCM)	**Completion By:** As determined by the project schedule
Purpose: The test scenarios deliverable lists the test scenarios that will be executed during the testing phases for the project. These will be used for System Testing and User Acceptance Testing (end-to-end review).	
Description/Objective: The test scenarios document will be built using the Use Case Matrix as the base. It will contain all the business use case scenarios, the steps to execute, and the expected results. It will have placeholders to record the details of the tester, test date, results, and any comments.	
Format: The testing strategy will be delivered as an excel document.	

Attachment: Agreement_2020-234 graviton (RES-2021-548 : Approve Second Amendment with Graviton and Budget Action ($75,000))

Deliverable Number: 23	
Deliverable Name: Test Scenarios (HCM)	**PHASE / STAGE:** 2 – Testing Phase
Scope & Outline: Please refer to the attached "Use Cases Matrix" document template.	
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors 6. This deliverable should cover all Business Processes in scope for the given Oracle Cloud module. Every Oracle Cloud module in scope for the project should have a corresponding Test Scenario document. 7. The County leads will be responsible to ensure that all applicable Business Scenarios are accounted for this in matrix. 8. The Graviton module lead and the County module lead will be jointly responsible for accurate tracking of Test results.	

Deliverable Number: 24	
Deliverable Name: Job Aid (FIN)	**PHASE / STAGE:** 4 – Go-Live Phase
Link to Payment #: 4 - Go-Live Phase Completion (FIN)	**Completion By:** As determined by the project schedule
Purpose: The Job aids will be used to deliver training to the County's users. They will be used by the Graviton team as well as the County team. They will also serve as a reference guide for the system's users for after the Go-Live.	
Description/Objective: The Job aids will be created separately for each business process. They will include detailed instructions about the steps to perform, the expected results, and comprehensive screenshots from the system.	
Format: The Job aids will be delivered in word format.	

Attachment: Agreement_2020-234 graviton (RES-2021-548 : Approve Second Amendment with Graviton and Budget Action ($75,000))

Deliverable Number: 24
Scope & Outline: Please refer to the attached "Job Aid" document template.
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors

Deliverable Number: 25	
Deliverable Name: Cutover Checklist (FIN)	**PHASE / STAGE:** 4 – Go-Live Phase
Link to Payment #: 4 - Go-Live Phase Completion (FIN)	**Completion By:** As determined by the project schedule
Purpose: The cutover checklist will have all the tasks to be executed for the Production cutover to the new system. This will be a separate project schedule, independent of the project's master project workplan.	
Description/Objective: The cutover checklist will have detailed list of tasks to be executed during the production cutover. It will include the tasks, resources assigned, dates, durations, and dependencies. It will be created as a separate plan and will be maintained independent of the overall master work plan.	
Format: The cutover checklist will be delivered in MS Project format.	
Scope & Outline: Please refer to the attached "Cutover Checklist" document template.	
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED.	

Attachment: Agreement_2020-234 graviton (RES-2021-548 : Approve Second Amendment with Graviton and Budget Action ($75,000))

Deliverable Number: 25
2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors

Deliverable Number: 26	
Deliverable Name: Job Aid (HCM)	**PHASE / STAGE:** 4 – Go-Live Phase
Link to Payment #: 9 - Go-Live Phase Completion (HCM)	**Completion By:** As determined by the project schedule
Purpose: The Job aids will be used to deliver training to the County's users. They will be used by the Graviton team as well as the County team. They will also serve as a reference guide for the system's users for after the Go-Live.	
Description/Objective: The Job aids will be created separately for each business process. They will include detailed instructions about the steps to perform, the expected results, and comprehensive screenshots from the system.	
Format: The Job aids will be delivered in word format.	
Scope & Outline: Please refer to the attached "Job Aid" document template.	
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors	

Attachment: Agreement_2020-234 graviton (RES-2021-548 : Approve Second Amendment with Graviton and Budget Action ($75,000))

Deliverable Number: 27	
Deliverable Name: Cutover Checklist (HCM)	**PHASE / STAGE:** 4 – Go-Live Phase
Link to Payment #: 9 - Go-Live Phase Completion (HCM)	**Completion By:** As determined by the project schedule

Purpose:

The cutover checklist will have all the tasks to be executed for the Production cutover to the new system. This will be a separate project schedule, independent of the project's master project workplan.

Description/Objective:

The cutover checklist will have detailed list of tasks to be executed during the production cutover. It will include the tasks, resources assigned, dates, durations, and dependencies. It will be created as a separate plan and will be maintained independent of the overall master work plan.

Format:

The cutover checklist will be delivered in MS Project format.

Scope & Outline:

Please refer to the attached "Cutover Checklist" document template.

Acceptance Criteria:

1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED.
2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues
3. The respective Graviton and County Leads have resolved all material content and/or quality issues.
4. The deliverable meets the agreed upon Project Management and Documentation Standards
5. The deliverable does not contain material or substantive formatting and spelling errors

Attachment: Agreement_2020-234 graviton (RES-2021-548 : Approve Second Amendment with Graviton and Budget Action ($75,000))

Deliverable Number: 28	
Deliverable Name: Project Acceptance Report (FIN)	**PHASE / STAGE:** 5 – Support Phase
Link to Payment #: 5 - Support Phase Completion (FIN)	**Completion By:** As determined by the project schedule

Purpose:

The Project Acceptance Report allows the project's stakeholders and sponsors to reconcile the work products and deliverables against the SOW. It contains the list of items to be reviewed to help confirm that the "work in scope is complete".

Description/Objective:

The Project Acceptance document is a list of items that need to be reviewed by the Graviton and County leadership at the end of each phase of the project. This includes the test results, risks/ issues, deliverables, and milestones.

Format:

The Project Acceptance Report will be provided in Word format.

Scope & Outline:

Please refer to the attached "Project Acceptance Report" document template.

Acceptance Criteria:

1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED.
2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues
3. The respective Graviton and County Leads have resolved all material content and/or quality issues.
4. The deliverable meets the agreed upon Project Management and Documentation Standards
5. The deliverable does not contain material or substantive formatting and spelling errors

Deliverable Number: 29	
Deliverable Name: Project Acceptance Report (HCM)	**PHASE / STAGE:** 5 – Support Phase
Link to Payment #: 10 - Support Phase Completion (HCM)	**Completion By:** As determined by the project schedule

Attachment: Agreement_2020-234 graviton (RES-2021-548 : Approve Second Amendment with Graviton and Budget Action ($75,000))

Deliverable Number: 29	
Deliverable Name: Project Acceptance Report (HCM)	**PHASE / STAGE:** 5 – Support Phase

Purpose:

The Project Acceptance Report allows the project's stakeholders and sponsors to reconcile the work products and deliverables against the SOW. It contains the list of items to be reviewed to help confirm that the "work in scope is complete".

Description/Objective:

The Project Acceptance document is a list of items that need to be reviewed by the Graviton and County leadership at the end of each phase of the project. This includes the test results, risks/ issues, deliverables, and milestones.

Format:

The Project Acceptance Report will be provided in Word format.

Scope & Outline:

Please refer to the attached "Project Acceptance Report" document template.

Acceptance Criteria:

1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED.
2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues
3. The respective Graviton and County Leads have resolved all material content and/or quality issues.
4. The deliverable meets the agreed upon Project Management and Documentation Standards
5. The deliverable does not contain material or substantive formatting and spelling errors

Attachment: Agreement_2020-234 graviton (RES-2021-548 : Approve Second Amendment with Graviton and Budget Action ($75,000))

Attachment C – Milestone Pricing

The total cost of professional services for this project will be $1,630,002. All professional services charges for this project will be on Fixed Cost basis. The payment milestones will be as per the following table. The "Financials Implementation" includes both Finance and EPM, whereas the "HCM Implementation" includes both HCM and Payroll.

MILESTONE #	PHASE OF PROJECT	DESCRIPTION	MILESTONE / DELIVERABLE	PAYMENT AMOUNT
1	Financials Implementation	Oracle ERP Cloud	System Design Phase Completion (FIN)	$ 113,742
2	Financials Implementation	Oracle ERP Cloud	Build Phase Completion (FIN)	$ 300,051
3	Financials Implementation	Oracle ERP Cloud	Testing Phase Completion (FIN)	$ 266,102
4	Financials Implementation	Oracle ERP Cloud	Go-Live Phase Completion (FIN)	$ 118,523
5	Financials Implementation	Oracle ERP Cloud	Support Phase Completion (FIN)	$ 124,050
6	HCM Implementation	Oracle HCM Cloud	System Design Phase Completion (HCM)	$ 100,255
7	HCM Implementation	Oracle HCM Cloud	Build Phase Completion (HCM)	$ 264,473
8	HCM Implementation	Oracle HCM Cloud	Testing Phase Completion (HCM)	$ 128,997
9	HCM Implementation	Oracle HCM Cloud	Go-Live Phase Completion (HCM)	$ 104,468
10	HCM Implementation	Oracle HCM Cloud	Support Phase Completion (HCM)	$ 109,341
	TOTAL			**$1,630,002**

Attachment: Agreement_2020-234 graviton (RES-2021-548 : Approve Second Amendment with Graviton and Budget Action ($75,000))

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-183

MEETING: April 13, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Amendment with Graviton and Budget Action ($12,400)

RECOMMENDATION AND JUSTIFICATION:
Approve Amendment to Agreement for a Program as a Service (PaaS) Add-On with Graviton for Oracle Enterprise Resource Planning (ERP) Implementation Consulting Services in an Amount Not To Exceed $12,400; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Transferring Funds Between Health and Human Services Agency (HHSA) and The ERP Implementation Capital Improvement Fund to Cover Cost of Agreement ($12,400).

In the course of the implementation it has become clear that a patch is required to enable the ERP to connect with the Health and Human Services Agency's (HHSA's) state reporting database C-IV. HHSA manages a large and complex amount of data and the connection with state reporting databases is a critical component. Without the PaaS software patch, staff will be required to continue to spend several hours each day reviewing, updating and reporting on Mariposa County data to the state.

The PaaS software will enable other seamless connections with other systems down the road, so it will benefit other departments and functions within the county as well.

This board item is connected to Board item #11586. This item involves an amendment to the implementation consulting team contract. Board item #11586 involves an additional software contract. Metaphorically, this is the driver training course and required license to drive and #11591 is the car. It is not possible to approve one without the other, but because these are contracts with two different companies, we must present the contracts in two separate Board items.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Resolution 2020-234: Approve Enterprise Resource Planning (ERP) Agreement with Graviton Consulting and Oracle; and Authorize Board of Supervisors Chair to Sign

Resolutions 2020-283: Ratify Contract Signature for Enterprise Resource Planning

Attachment: Agreement_2021-183 (RES-2021-548 : Approve Second Amendment with Graviton and Budget Action ($75,000))

Resolution - Action Requested 2021-183

ERP with DLT for Oracle Software

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and HHSA staff will be required to continue to spend several hours each day reviewing and updating data to be submitted to the state C-IV database reporting system.

ATTACHMENTS:
Graviton Consulting First Amendment 4.6.2021 (PDF)
Exhibit A - SOW Mariposa C-IV Implementation 2021-03-24 (1)(PDF)
Graviton 4.6.21 Budget Action (PDF)
Agreement_2020-234 graviton (PDF)

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

Attachment: Agreement_2021-183 (RES-2021-548 : Approve Second Amendment with Graviton and Budget Action ($75,000))

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
575	1375-309	16-00	Transfer in		(12,400)	
575	1375-933	06-44	ERP Software Implementation		12,400	
001	0501-661	07-91	Transfer out		12,400	
001	0501-661	04-80	Equipment			12,400
				TOTALS	12,400	12,400

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
001	0501-661	07-91	Transfer out		12,400	
575	1375-309	16-00	Transfer in			12,400
				TOTALS	12,400	12,400

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE Jay D Kimble zorrosign 72AA0EE9FF DATE 04/13/2021

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. 21-183 CLERK René LaRoche zorrosign 750EFEAA55 DATE 04/13/2021

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

Attachment: Agreement_2021-183 (RES-2021-548 : Approve Second Amendment with Graviton and Budget Action ($75,000))

FIRST AMENDMENT TO AGREEMENT FOR PROGRAM AS A SERVICE SOFTWARE ADD-ON IMPLEMENTATION CONSULTING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR PROGRAM AS A SERVICE SOFTWARE ADD-ON IMPLEMENTATION CONSULTING SERVICES, is made and entered into this 13th day of April 2021, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Graviton Consulting Services, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated May 5, 2020, wherein **Contractor** agreed to provide Oracle Enterprise Resource Planning ERP implementation consulting services; and

WHEREAS, County and **Contractor** desire to amend said Agreement to change the compensation to be provided to **Contractor**;

WHEREAS, County and **Contractor** desire to amend said Agreement to change the scope of work to be provided by **Contractor;**

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

"COMPENSATION," is hereby amended to provide that an additional $12,400 will be added to the original amount of $1,630,002, making the total compensation paid to **Contractor** not to exceed amount of $1,642,402.

"SCOPE OF WORK," is hereby amended to provide that C**ontractor** agrees to provide the following additional services: Implementation of the Program as a Service PaaS software patch required for C-IV state database reporting integration. See attached Scope of Work for additional details.

Except as herein amended, the Agreement dated May 5, 2020 shall remain in full force and effect.

Attachment: Agreement_2021-183 (RES-2021-548 : Approve Second Amendment with Graviton and Budget Action ($75,000))

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

COUNTY OF MARIPOSA

Marshall Long
zorrosign 74F8BFAD99
Marshall Long, Chair
Board of Supervisors

CONTRACTOR

Vineet Srivastava
zorrosign 74F8BFADAD
Vineet Srivastava, President
Graviton Consulting Services

COUNTERSIGNED:
(Government Code §25103)

René LaRoche
zorrosign 74F8BFADA3
Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
zorrosign 74F8BFAD8F
Steven W. Dahlem
County Counsel

Attachment: Agreement_2021-183 (RES-2021-548 : Approve Second Amendment with Graviton and Budget Action ($75,000))

Attachment: Agreement_2021-183 (RES-2021-548 : Approve Second Amendment with Graviton and Budget Action ($75,000))

Statement of Work No. Mariposa-2021-03-24

County of Mariposa

8950 Cal Center Drive, Building 1, Suite 255, Sacramento, CA 95826 | email: info@gravitonconsulting.com
URL: www.gravitonconsulting.com | Phone: (888) GRAVIT-1 | Fax: (888) 728-6104

GRAVITON
CONSULTING SERVICES

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Attachment: Agreement_2021-183 (RES-2021-548 : Approve Second Amendment with Graviton and Budget Action ($75,000))

GRAVITON
CONSULTING SERVICES

Introduction

Graviton Consulting Services ("Graviton") is implementing Oracle Cloud ERP and HCM applications for the County of Mariposa ("the County"). The County would like to engage Graviton to develop an interface between the Oracle Cloud application and the County's C-IV application.

Graviton will deploy consultants for executing this project; the work will be performed remotely and directed out of Graviton's corporate headquarters in Sacramento, CA.

Scope of Work

Graviton will provide the following professional services as part of this Managed Services contract.

1) Understand the business needs and develop the design specifications.
2) Develop the integration with C-IV on the Oracle PaaS platform.
3) Collaborate on system testing and facilitate user acceptance testing.
4) Execute production cutover and provide four weeks of post go-live support.

Assumptions

1. The County will procure the Oracle PaaS license necessary for this development.
2. The County will assign a Single Point of Contact (SPOC), who will ensure that Graviton's consultants will have access to the County network and systems as required. The SPOC will also help to schedule and facilitate any meetings with other County staff as may be needed.
3. Any documentation submitted to the County will be reviewed within 5 business days. If the County needs more time, then the SPOC will inform Graviton about the same within the first 5 business days. If a document is not reviewed/ communication not provided within 5 business days, then the said document will be considered signed-off.

8950 Cal Center Drive, Building 1, Suite 255, Sacramento, CA 95826 | email: info@gravitonconsulting.com
URL: www.gravitonconsulting.com | Phone: (888) GRAVIT-1 | Fax: (888) 728-6104

Attachment: Agreement_2021-183 (RES-2021-548 : Approve Second Amendment with Graviton and Budget Action ($75,000))

4. The County will assist with system testing and will perform user acceptance testing.
5. Graviton's consultants will perform the work remotely.

Rates, Cost Estimates, and Invoicing

All professional fees and expenses related to this scope of work will be fixed cost basis as per the following table.

Cost: The total cost for this project will be $12,400 (Twelve Thousand and Four Dollars).

Estimated Start Date: 04/12/2021

Estimated End Date: 07/01/2021

Invoicing: Graviton will invoice the County upon completion of work. The invoicing terms will be Net 30.

Change Requests: Any Change Requests to this Statement of Work will be jointly reviewed by the County and Graviton and will be executed upon mutual approval.

Attachment: Agreement_2021-183 (RES-2021-548 : Approve Second Amendment with Graviton and Budget Action ($75,000))

MARIPOSA COUNTY

County Counsel · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2021-549

MEETING: September 28, 2021

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Approve Agreement with George Hills, Inc. for General Liability Claims Administration Services

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RECOMMENDATION AND JUSTIFICATION:
Approve Agreement with George Hills, Inc. For General Liability Claims Administration Services for a Five-Year Period Effective October 1, 2021 through September 30, 2026; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Please see the attached Memorandum for additional information.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors authorized the current Agreement with the County's General Liability Claims Administrator Freese & Gianelli until September 30, 2026.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board may select another vendor, but in doing so, risks a break in General Liability claims administration service until a new vendor can be vetted and selected.

FINANCIAL IMPACT:
Funding is budgeted in the Liability Insurance Fund.

ATTACHMENTS:
George Hills Claims Adjusting-Administration Svs Contract (PDF)

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

REF ID# 12176

Attachment: George Hills Claims Adjusting-Administration Svs Contract (RES-2021-549 : Approve Agreement with George Hills, Inc. for

CLAIMS ADJUSTING AND ADMINISTRATION SERVICE CONTRACT BETWEEN THE COUNTY OF MARIPOSA AND GEORGE HILLS COMPANY, INC.

This contract is made and entered into this _____ day of _____, 2021 by and between the COUNTY OF MARIPOSA, hereinafter referred to as "CLIENT," and GEORGE HILLS COMPANY, INC., hereinafter referred to as "GH."

GH is a California Corporation doing business as licensed, independent insurance adjusters and administrators, with John Chaquica, CEO, responsible for contract compliance and terms. Chris Shaffer, Vice President Claims Administration, shall oversee the daily operations. The company's corporate office is located at P.O. Box 278, Rancho Cordova, California, 95741, telephone, (916) 859-4800.

The CLIENT is located at 5100 Bullion Street, Mariposa, CA 95338.

IT IS HEREBY AGREED by and between the parties signing this contract as follows:

I. GENERAL

CLIENT is desirous of availing itself of liability and property claims adjusting and administration services for those claims assigned per the Scope of Services (Section II). GH is a Third-Party Claims Administrator handling self-insured claims and is ready to and capable of performing such services. As such, GH may act as a representative of the CLIENT when directed for the investigation, adjustment, processing, and evaluation of general liability, motor vehicle, and potential money damage claims or incidents filed by third parties against the CLIENT, or against parties for whom the CLIENT is alleged to be legally responsible, which are premised upon allegations of willful, intentional, negligent, or careless acts and/or omissions ("CLAIMS").

For all other claims, CLIENT will report to GH monthly only for purposes of input into the claims system to ensure complete and accurate reports are provided to the excess carrier.

II. SCOPE OF SERVICES

GH agrees to provide complete claim handling services on each accident or incident, as directed by CLIENT. Each CLAIM will be subject to the Scope of Services and Client Expressed Authority and Limitations form, attached hereto as Exhibit A. CLIENT shall determine the scope of services to be provided by GH by signing the the Scope of Services and Client Expressed Authority and Limitations for each Contract. The Client the Scope of Services and Client Expressed Authority and Limitations form shall be the controlling document for the scope of claims adjusting services to be provided by GH for CLIENT and may be amended as needed during the Contractual period.

III. DENIAL, COMPROMISE, OR SETTLEMENT OF CLAIMS

It is agreed that CLIENT has granted $0.00 authority to GH for the purpose of compromising, settling, and paying any claims against CLIENT being handled by GH. GH will issue payment for legal expenses as defined in the Client Expressed Scope of Work form. Prior approval to compromise or settle any claim or pay any expense will be

obtained from the designated claims officer or employee on matters exceeding the authority granted above.

IV. FILE RETENTION

GH shall serve as the custodian of the client's data, for documents related to each of the claims subject to this agreement only, and as such shall electronically retain all related records, through the term of this contract only. Upon termination of this contract, GH shall transfer all of CLIENT's data either to the CLIENT or to a recipient designated by the CLIENTwithin 30 days of termination. CLIENT and GH may agree via a separate signed agreement to retain records and/or data for a longer period of time, but in the absence of such separate agreement, GH will remove all data from its system received, held, used, or stored in relation to GH's performance pursant to this contract.

V. CONFIDENTIALITY

All data, documents, discussions, or other information developed or received by or for GH in PERFORMANCE of this contract are confidential and not to be disclosed to any person except as authorized by CLIENT or CLIENT's designee, or as required by law.

VI. CONFLICT OF INTEREST

In the event GH receives a claim from the CLIENT in which there arises a "conflict of interest," GH shall immediately notify CLIENT. CLIENT may then, at their expense choose to hire another well-qualified claim firm to handle that particular claim to a conclusion. GH covenants that it presently knows of no interest, direct or indirect, which would conflict in any manner with the performance of services required under this contract.

VII. CLIENT RESPONSIBILITY

CLIENT agrees to the following:

1) CLIENT shall cooperate with GH as reasonably necessary for GH to perform its services.

2) CLIENT agrees to provide direction to GH as requested regarding particular project requirements.

3) CLIENT shall identify a primary contact person(s) for an account as well as for billing and loss run submission. In addition, CLIENT shall be responsible for reporting all changes in the primary point of contact to GH.

4) CLIENT shall be responsible for reporting to GH all Bodily Injury Claims in addition to all other items noted in Attachment B to this Agreement "Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA)."

5) CLIENT shall be responsible for updating GH on any changes to coverage/policy language; including limits, retentions/deductibles and coverage changes by April 30 of each year.

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6) CLIENT shall obtain any necessary consent in the collection of any CLIENT data that is transmitted to a third party (i.e., lawyer, actuary, or auditor). CLIENT shall provide GH with reasonable assurances that it has the necessary consent to transmit CLIENT data to a third party. CLIENT acknowledges that the claims data may contain confidential and/or protected health information ("PHI"). In the event CLIENT authorizes and directs GH to provide claims data to a third party, CLIENT will indemnify, defend and hold harmless GH from and against all claims, damages, losses and expenses, including court costs and reasonable attorneys' fees, arising out of or resulting from:(i) any action against GH that is based on any negligent act or omission of CLIENT or a third party in transmitting and/or disclosing the PHI and/or claims data; or (ii) the violation of any state or federal statute, ordinance, or regulation by CLIENT or a third party in transmitting and/or disclosing the claims data.

VIII. COMPENSATION, FEES AND EXPENSES

The following compensation, fees and expenses, shall be paid in consideration for the services provided by GH as described above in Section II – "Scope of Services," which has been agreed to, including claims activity. This section shall remain enforced and services provided during the term of this contract, unless otherwise amended pursuant to section XIX of this Contract.

The amounts to be paid pursuant to this Contract are detailed in two distinct areas of services:

First, under subsection 1) below, "General and Administrative Services," which is stated in greater detail in Attachment A, Sections A, B, C and D; and

Second, under subsection 2) below, services specifically related to claims handling and administration, which is detailed in Attachment A, Sections E, F, G, H and I, for which time is billed per claim on a "Time and Expense" basis.

All fees will be billed together with reimbursable expenses and costs monthly. Additionally, if CLIENT elects any optional services that are listed in subsection 3) below, such agreed upon additional amounts will also be billed together monthly.

1) General and Administrative Services

a. **Annual Administration Fee:** $3,500

b. **Mileage – Adjuster**: Mileage is reimbursed to GH at the IRS rate.

c. **MMSEA**: There is a $250 annual reporting fee which are paid directly to ExamWorks, for the performance of CMS reporting.

d. **Adjuster Travel Expenses:** GH will separately charge, and CLIENT will reimbuse GH for, any travel expenses in connection with attendance at mediations, settlement conferences, trials, etc. This will be subject to prior approval and that actual expenses will be submitted with receipts on a monthly basis.

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e. **CXP Access Fee:** Access to the CMIS is Included in the annual administration fee, it includes the setup and management of up to five (5) user accounts through CXP.

f. **iMetrics Report Fee**: There will be no charge for our iMetrics business intelligence reports with executive in-person debriefs.

g. **Custom Reports**: Additional charges for custom reporting shall be defined as, requiring a third-party programmer for three hours or more and is client specific.

h. **3% Escalator**: GH pricing option for the contract is subject to a 3% annual increase.

i. **General File**: A general administrative file shall be established and maintained to track effort related to services necessary to fulfill our contractual obligations and not otherwise associated with a claim.

j. **Paper Files**: GH is prepared to take the lead to arrange for all services relating to conversion storage, copying, scanning, shipping, and disposal. GH will provide you a quote for any services related to storage, retrieval, copying, scanning, shipping, and disposal of paper files.

2) **Claims Administration Services**

a. **Time and Expense**: The GH Claims team will charge time to each claim on the basis of 1/10th time for each task performed on each claim. This time with further task descriptions shall be on each monthly invoice.

The current hourly rates to be charged under this contract are:

Supervisor:	$115/hour*
Adjuster:	$92/hour*
Claims Processing:	$75/hour*

**Subject to the 3% escalator*

In the event that GH intends to implement an increase in the rates identified above, written notice shall be provided to CLIENT not later than June 1 of the year in which the increase is intended to take effect. This notice period presumes that the contract will be renewed with the new rate effective on the 1st of October immediately following any notice of increase given on June 1.

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3) Optional Services

Although not included in the contract at the time of execution, at the election of the CLIENT through an informal written request, the following services can be provided by GH to CLIENT on a time and expense basis. Should such services be requested, CLIENT and GH may agree in writing on an appropriate rate after which such performance may undertaken as though it were included in, and subject to, the terms of this contract. Any and all fees charged for optional services will be included in the normal monthly billings.

a. First PartySubrogation Services And Fees

GH is a claim administration firm experienced in the handling of first party subrogation claims and is ready and capable of performing such services on behalf of CLIENT. GH does not handle subrogation claims with a value of less than $1000. For any claim in excess of $1,000, upon request of CLIENT, GH may be authorized to initiate its Subrogation Services as described more fully in Attachment A, Scope of Services and and Client Expressed Authority and Limitations as well as Attachment A-1, Subrogation Agreementy. Our services are unique to a first party loss of the CLIENT caused by the intentional or negligent act of a third party. In the event that CLIENT authorizes GH to act under this provision, CLIENT will agree to a Subrogation Fee in the amount of 30% for each and every recovery obtained, which fee is contingent upon recovery and such fee is to be deducted from the amount recovered. The minimum amount to be paid to, and/or collected by, GH from the recovery will be $250 per claim upon receipt of the recovered funds.

b. Additional Legal and Consultation Services

GH employs in-house General Counsel which have vast experience in claims and litigation handling for all claims which are, or could be, subject to this agreement. GH offers the services of its attorneys as an additional resource for GH clients as follows:

i. Litigation Management: $N/A* p/hour
These services include the oversight of all assigned GH claims adjusters and monitoring and handling of "watch list" claims (highest exposure, most complex litigation). These services are also available on a claim by claim basis in support of the Lead Adjuster assigned due to the complexity of the claims.

ii. Monitoring Counsel: $N/A* p/hour
This case specific service includes evaluating coverage issues, monitoring claim and litigation strategy, analyzing liability and damage issues, participating in discussions regarding resolution by trial or settlement, and controlling costs.

iii. Outside General and Special Counsel: $N/A* p/hour
These services include confidential analysis and problem solving for managing risk and avoiding unnecessary litigation and provides immediate access to legal advice This includes identifying coverage issues, providing input and assistance on Public Records Act Requests, tort claim handling and strategy, conflicts of interest, oversight of outside litigation counsel and providing legal opinions on potential and active litigation.

iv. Trial/Mediation/Board Meetings Attendance: $N/A* p/hour
These services include attending Board Meetings, trial, mediation, and other court hearing attendance including appearing before Courts of Appeal. Analysis and consultation provided before, during and after these significant litigation events can reduce exposure and maximize opportunities for resolution.

v. Legal Training and Seminars:$N/A* p/hour
These services include providing customized seminars and training upon request. Subject areas include memorandums of coverage, all aspects of risk management, claims handling and litigation, employment law and general liability claims. Courses are customized to address the client's specific needs.

vi. Professional and Financial Services: $N/A* p/hour
As related to risk management and loss prevention in alignment with the scope of services.

* These services are traditionally Time and Expense, however an annual fee can be considered.

IX. PAYMENT SCHEDULE

GH will submit its invoices to CLIENT, and payment shall be made by CLIENT, within a reasonable period of time, not to exceed thirty (30) days from the date of the invoice.

X. TERM AND TERMINATION

The term of this contract shall five (5) years which shall commence on October 1, 2021 and run through and including September 30, 2026. Either party may terminate this contract for any reason upon issuing a ninety (90) day written notice to the other party pursuant to section XIX of this Contract.

Termination for Convenience: CLIENT may at any time and for any reason terminate this Agreement upon ninety (90) days written notice to GH pursuant to section XIX of this Contract. Notice shall be deemed served on the date of mailing. Upon receipt of such notice, GH shall discontinue services at the end of the 90-day period in connection with the scope of services of this Agreement. Upon such termination, GH shall be entitled to payment from CLIENT for services completed and provided through the date of termination, per Section VIII.

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Termination Costs: If termination takes place in less than five (5) years from start of term, CLIENT may be subject to a fee, not to exceed $2,500, intended to cover costs associated with outgoing data conversion, transition and contract close out.

Upon completion of data conversion and return of data back to CLIENT (electronic and/or hard copy), GH will destroy any remaining files.

XI. FAIR EMPLOYMENT

It is the policy of GH to provide fair and equal treatment to all staff members. GH is an Equal Opportunity Employer and does not discriminate in any way against any person on the basis of age, race, sex, color, national origin, national ancestry, physical disability, medical condition, mental disability, religion, creed, marital status, sexual orientation, gender identification, gender expression, use of family care leave or any other classification deemed protected by law.

XII. INDEPENDENT CONTRACTOR

In performing claims administrative services herein agreed upon, GH, and all GH employees, shall have the status of an independent contractor of the CLIENT and shall not be deemed to be an officer, employee, or agent of CLIENT.

XIII. INDEMNIFICATION

GH will defend, indemnify, and hold harmless CLIENT from and against all claims, demands, actions, or causes of action arising directly or indirectly from the negligent action, conduct, or failure to act by GH personnel ("Indemnity Event"), except that indemnity under this section does not apply with respect to any claim, demand, action, or cause of action arising out of the sole negligence or willful misconduct of the CLIENT. This right to indemnity shall not cover any claims in which there is a failure to give GH prompt and timely notice, within thirty (30) days of notice received by the CLIENT which implicates this provision, but only if and to the extent that such failure materially prejudices the defense of such claims. For an Indemnity Event, the maximum amount recoverable by CLIENT against GH for damages and costs (inclusive of attorneys' fees) is limited to the insurance policy limits, of the policy which covers the Indemnity Event held by GH, in place at the time of the Indemnity Event.

CLIENT will defend, indemnify, and hold harmless GH, and/or employees of GH, from and against all claims, demands, actions, or causes of action, which may arise, from the action, conduct, or failure to act by CLIENT. In any cases subject to this indemnity provision, wherein GH, or any employee of GH, is named in a filed or verified complaint simply by virtue of the fact it is the CLAIMS ADMINISTRATION firm, or an employee thereof, on a given claim, the CLIENT will defend GH, and/or its employees, at no cost to GH or its employees.

XIV. INSURANCE

GH shall provide CLIENT with Certificates of Insurance duly executed by an authorized representative of insurance company or companies authorized to transact business in the State of California, and said Certificates shall evidence that the GH has in full force and effect: (1) $1,000,000 per occurrence Commercial General Liability coverage

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applying to bodily injury, personal injury, and property damage; (2) $3,000,000 Each Claim/Annual Aggregate Professional Liability coverage; (3) statutory coverage for workers compensation; and (4) fidelity coverage for theft of CLIENT property in the amount of $1,000,000 per loss. GH shall include CLIENT as an additional insured under the Commercial General Liability insurance referenced above by endorsement or policy wording.

GH will provide thirty (30) days written notice, prior to the cancellation or reduction in insurance coverage will be provided.

XV. EMPLOYEE SOLICITATION

During the period of this contract, and for a period of one (1) year thereafter, GH agrees not to solicit for employment any CLIENT employee contacted during the performance of this contract; CLIENT agrees not to solicit for employment, or employ, during the period of this contract, and for a period of one (1) year thereafter, any employee of GH contacted by the CLIENT during the performance of this contract.

XVI. PERMITS, LICENSES, CERTIFICATES

GH, at GH's sole expense, shall obtain and maintain during the term of this Contract, all permits, licenses, and certificates required in connection with the performance of services under this Contract, including appropriate business license.

XVII. ARBITRATION

GH and CLIENT agree that in the event of any dispute with regard to the provisions of the Contract, the services rendered or the amount of GH's compensation and the dispute cannot be settled through informal negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session. The mediation may continue after the commencement of arbitration if the parties so desire. Any arbitration arising out of or related to this Agreement shall be conducted in accordance with the expedited procedures set forth in the JAMS Comprehensive

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Arbitration Rules and Procedures as those Rules exist on the effective date of this Agreement, including Rules 16.1 and 16.2 of those Rules. In any arbitration arising out of or related to this Agreement, the arbitrator shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.

XVIII. FORCE MAJEURE CLAUSE.

GH shall be relieved of any liability if unable to meet the terms and conditions of this Agreement due to any "Act of God", natural disasters such as earthquake or fires, floods, riots, epidemics, pandemics, including COVID-19 regulations or restrictions issued by federal, state or local governmental authorities, strikes, or any act or order which is beyond the control of GH, provided GH takes all reasonable steps practical and necessary to effect prompt resumption of its responsibilities hereunder.

XIX. NOTICES

All notices to GH shall be sent via certified U.S. Mail, postage prepaid, to the following address:

GH
George Hills Company
Attn: John Chaquica, CEO
P.O. Box 278
Rancho Cordova, CA 95741.

All notices to the CLIENT shall be personally served or mailed, postage prepaid, to the following address:

Client:
County of Mariposa
Attn: name
5100 Bullion Street
Mariposa, CA 95338

This subsection only, regarding Notices, may be amended unilaterally by either party by and through the mailing of new or amended contact information to the other party via certified U.S. Mail at any time.

XX. AMENDMENT

GH and CLIENT agree that the terms and conditions of the Contract may be reviewed or modified at any time. Any modifications to this Contract, however, shall be effective only when agreed to in writing by both the CLIENT and GH, excepting only, modifications to the contact information to which Notices shall be sent under subsection XIX.

XXI. ENTIRE CONTRACT

GH and CLIENT agree that this contract constitutes the entire contract of the parties regarding the subject matter described herein and supersedes all prior communications, contracts, and promises, either written or oral.

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XXII. TIME OF ESSENCE

Time is of the essence in respect to all provisions of this Contract that specify a time for performance: provided, however that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

COUNTY:

_____ _____

John Carrier, Chair — Date
Mariposa County Board of Supervisors

ATTEST:

_____ _____

Rene La Roche — Date
Clerk of the Board
APPROVED AS TO FORM:

_____ _____

Steven W. Dahlem — Date
County Counsel

GEORGE HILLS CO., INC.:

_____ _____

John E. Chaquica, CEO — Date

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ATTACHMENT A

SCOPE OF SERVICES AND CLIENT EXPRESSED AUTHORITY AND LIMITATIONS UNDER THE CONTRACT

This Attachment A is intended to provide the scope of services and specific service expectations in the Service Contract, that would not otherwise require revision during the contract period, and which may differ from or elaborate upon our Client Service Profile. Services to be provided by GH on behalf of CLIENTS may include all or some of the following,

I. SERVICES INCLUDED IN THE CONTRACT

A. General Administrative Services

Throughout each year GH performs numerous functions which support claims administration on behalf of the Client, but do not include any claims handling, and are performed by non-claims personnel. Additionally, in the first year of a new client there are several "on-boarding" services that are general and administrative in nature. Below is a list of such services which are included within the terms of this Contract:

1) Access to CMIS and training.
2) A monthly listing of open claims, showing expense categories, reserves, and total incurred.
3) Monthly claim summary reports.
4) Providing loss run data and required reports.
5) Providing annual reports to outside agencies.
6) Filing of regulatory reports (such as 1099, W-9, etc.).
7) Establish and maintain a trust fund to pay indemnity and expenses that may be due on claims. The amount to be maintained in the trust fund shall be determined by CLIENT.
8) If the trust fund is not set-up with the GH preferred bank—California Bank & Trust, there may be an additional set-up fee (other banks processes can be extraordinarily time consuming).
9) New bank account set up (signature cards, test checks, online access, set up bank in CXP).
10) Discussion and agreement on the Approval process.
11) Process checks weekly.
12) Submit positive pay if applicable/monitor positive pay (review daily emails from bank for exceptions).
13) Maintain a copy of all checks drawn by GH to pay claims and claims related expenses.
14) Submit monthly check registers of all transactions made for the period.
15) Monitor account balance, prepare replenishment requests as needed (customize request for each client's need).
16) Monthly bank reconciliation (prepared and sent to CLIENT).
17) Special reports that requested to go with billing invoices (by member, claim type, etc.).
18) Payment of invoices that are pass-throughs (i.e., invoices for medical record copies, ExamWorks, etc.).
19) Certificates of insurance as required by the Contract.

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B. Reports and Procedures

1) Within thirty (30) days of assignment, or sooner if practicable, required, or requested, GH will provide CLIENT with a report pursuant to specified claims handling instructions, showing name(s) of claimant(s), type of claim, date of loss, comments on liability, reserve recommendations, settlement recommendations, and other pertinent information. Subsequent to the initial thirty (30) day report, GH will report as often as warranted by any important change in status but no longer than every ninety (90) days until the claim closes unless extended diary is appropriate.
2) All original reports, documents, and claim data of every kind or description, that are prepared in whole or in part by or for the GH in connection with this contract shall be CLIENT's property and constitute the GH's work product for which compensation is paid. A copy of all reports, documents, and claim data of every kind or description that is in whole or in part by or for the CLIENT is the property of GH. Additional copies of original reports, documents, and data requested by CLIENT will be at CLIENT's expense in accordance with this contract.
3) GH agrees that CLIENT have access and the right to audit and reproduce any of the GH's relevant records to ensure that the CLIENT is receiving all services to which the CLIENT is entitled under this Contract or for any purpose relating to the Contract.

C. Data

1) Utilize GH's claims management system—CXP (ClaimsXpress).
2) Record all claim information including all financial data.
3) Provide CLIENT and broker Read only on-line access to the claims data system (up to five users), if desired by CLIENT.
4) Provide monthly standard loss run and check register.
5) Provide annual claims data report upon request. Written authorization and/or a Business Associate Agreement may be required for confidential information protected by HIPAA.
6) Provide assistance to CLIENT in developing customized reports when requested (may require additional charge).
7) Arrange for electronic file conversion for any open and closed claims at the direction of CLIENT.

D. Financial Accounting

1) Establish and maintain a trust fund for the purpose of paying indemnity and expenses that may be due on the claims. The amount to be maintained in the trust fund shall be determined by the Client.
2) Maintain a copy of all checks drawn by the GH to pay claims and claims related expenses.
3) Submit monthly check registers of all transactions made for the period.
4) Complete or update Attachment B "Preferred Method of Check Processing" for check processing options.
5) Approval process shall be documented in GH Client Expressed Scope of Work Standards and Instruction Form.
6) GH will provide monthly bank reconciliation reports to CLIENT for audit purposes.

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E. Investigative Services

1) Receipt and examination of all reports of accidents or incidents that are or may be the subject of claims.
2) Investigate accidents or incidents as warranted, to include on-site investigation, photographs, witness interviews, determination of losses and other such investigative services necessary to determine all CLIENT losses but not to include extraordinary investigative services outside the expertise of GH.
3) In the event CLIENT or other agency conducts any investigation, and upon Client's request, GH shall review and analyze for liability and/or damage issues and for possible additional follow-up investigation.
4) Maintain service on a 24-hour, 7 days per week basis, to receive reports of any incident or accident which may be the subject of a liability claim and provide immediate investigative services to the extent necessary to provide a complete investigation.
5) Undertake items of investigation requiring special handling for CLIENT at the direction of the CLIENT's Attorney or authorized representative.

F. Liability and Claim Handling Services

1) Promptly set up a claim file upon receipt of the claim and maintain a claim file on each potential or actual claim reported.
2) Assess and evaluate the nature and extent of each claim and establish claims reserves for indemnity and legal expense.
3) GH will follow any CLIENT policy regarding tort claim rejection instructions, including rejection and return of an untimely or insufficient claim.
4) Ensure timely tort claim handling, including contact and follow-up with claimants regarding claim issues and processing.
5) Any bodily injury claim that is being pursued shall be indexed. Notice only matters or precautionary bodily injury claims that are not pursued do not need to be indexed.
6) Determine the need for defense representation, recommend legal counsel, and support litigation activity.
7) Report claims to the excess insurer in compliance with excess carrier's reporting requirements and coordinate with the excess insurer on a claim's progress in accordance with the excess insurer's reporting requirements.
8) Maintain records on any such claim and notify CLIENT when CLIENT is about to exhaust the Self-Insured Retention.
9) Obtain settlement contracts and releases upon settlement of claims or potential claims not in litigation.
10) Perform periodic reviews, as needed, of CLIENT files and claims as well as statutory requirements to ensure compliance including excess insurance related requirements.
11) Perform the necessary data gathering for the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) and the Set Aside Contracts in compliance with Section 111 of the MMSEA including the required reporting. *(See Attachment B)*
12) To the extent there is privileged information or PHI shared between agencies, which is subject to protection under HIPAA, GH shall implement all necessary measures in compliance with the Act and will execute a Business Associates Agreement (BAA).

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G. Litigation Support Services

1) Upon notification by the CLIENT that litigation has been filed on an open claim, GH shall follow the litigation referral process as outlined in the Client Expressed Scope of Work Instructions form.
2) Work cooperatively with CLIENT in choosing outside counsel from approved panel, and assist defense counsel in on-going litigation defense efforts.
3) Obtain and maintain a Litigation Plan and Budget.
4) Review legal bills for compliance with Litigation Plan and Budget; Review, evaluate and adjust defense counsel invoices for legal services.
5) Cooperate with and assist defense counsel assigned to litigation of open claims and provide such investigative services as directed during pre-trial and trial stages.
6) Assist in responding to discovery or preparing discovery.
7) At the request of the CLIENT, attend mandatory settlement conferences on behalf of CLIENT.
8) Appear on behalf of CLIENT in small claims actions filed against CLIENT on open claims handled by GH.
9) Review and evaluate case evaluations, correspondence and status reports forwarded to GH by counsel. Regularly discuss, review, and direct investigation , discovery, and case strategy with counsel.
10) Cooperate with counsel as a team with an open communication approach on each case to obtain the most economical and best result for the CLIENT.

H. Claim Review Meetings

GH shall, on a mutually agreed periodic basis, meet with Client to review and discuss the CLIENTS claims inventory and claims results of specified periods and delivery of services by CLAIM ADMINISTRATOR.

I. Third Party Subrogation Services

1) GH personnel are well versed in the identification, handling, and pursuit of subrogation claims arising out of CLAIMS which are the subject of this Contract. Included within this contract, GH will perform the following functions:
2) Identify potential opportunities to recover from persons, businesses, and entities other than the CLIENT.
3) Prepare and file a claim with each identified entity.
4) As applicable, tender defense to or seek recovery from any identified entity.
5) With the assistance of counsel, prepare and file any necessary litigation required to effect the claim of recovery on behalf of the CLIENT
6) Manage litigation related to such claims made to other person, businesses or entities

II. CLIENT EXPRESSED AUTHORITY AND LIMITATIONS

The list immediately below contains numerous services provided in this Contract for which GH requests the CLIENT expressly establish authority and/or limitations, on the ability of GH to act on behalf of the CLIENT. The CLIENT will check the appropriate box establishing the authority of GH to act or the limitation as to that authority.

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INVESTIGATION:

☒ George Hills will conduct all investigations

☐ CLIENT will conduct all investigations

☐ CLIENT will direct GH on each claim as to who performs investigations

In the event the Client or other agency conducts any investigation, GH shall review for completeness.

Retention of Vendors (appraisers, translators, copy services, Independent Adjuster, IME's, Surveillance, etc.):

☒ Must be preauthorized by CLIENT

☐ Does not need preauthorization

REJECTION OF CLAIMS:

CLIENTS position regarding rejections (*e.g., if entity so dictates, a claim will be rejected for insufficiency)*. Check all that apply.

Protocols for Rejections

☐ GH needs authorization

☒ GH does not need authorization

☐ GH sends the Rejection

☐ CLIENT sends the Rejection

☒ GH sends out Denial Letter simultaneously with Rejection outlining the reason

LITIGATION:

Check all that apply.

☒ GH will handle litigated claims

- ☒ Full
- ☐ As assigned
- ☐ Check Issuance and Data Input
- ☐ Data Input only

☐ CLIENT will handle litigated claims inhouse, with GH to capture data into SIMS

- ☐ CLIENT will send data to GH weekly
- ☐ CLIENT will send data to GH monthly

Mandatory Settlement Conferences

☒ GH always attends

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☐ At CLIENT request only

Small Claims Actions filed against CLIENT

☒ GH always appears

☐ At CLIENT request only

Legal Counsel

☒ GH must have CLIENT authorization to refer to outside Legal Counsel

☐ GH does not need CLIENT authorization to refer to outside Legal Counsel

☒ GH must use CLIENT approved Legal Panel for Attorney selection

☐ CLIENT does not have an approved Legal Panel for Attorney selection

☐ All Litigation to be handled by CLIENT inhouse Legal

☒ GH always sends Litigation Assignment packets to Legal Counsel

CLIENT specific Litigation Guidelines:	☒ Yes ☐ No
CLIENT specific Litigation Referral Form/Letter:	☒ Yes ☐ No
CLIENT specific Litigation Budget Form:	☐ Yes ☐ No

Pay fees for Experts, photocopies, medical records as: ☐ Expense ☐ Legal

EXCESS REPORTING:

☒ GH will report claims to the excess insurer in compliance with excess carrier's reporting requirements and coordinate with the excess insurer on a claim's progress in accordance with the excess insurer's reporting requirements.

☐ CLIENT will report claims to the excess insurer in compliance with excess carrier's reporting requirements and coordinate with the excess insurer on a claim's progress in accordance with the excess insurer's reporting requirements.

AUTHORITY LEVELS:

Reserve within SIR:

☒ $0.00 Other: $ (specify amount)

Adjuster must seek approval from (client contact) to post indemnity reserves above authority level.

Medical Treatment:

☐ Medical Authorizations should only be sent to the claimant once liability is determined to be adverse to the CLIENT.

☒ Medical Authorizations should go out as soon as it is determined that a BI claim is being pursued.

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CLAIMS EXCEEDING SIR:

☐ GH stops tracking activity once the SIR has been reached.

☒ GH will continue to track all activity at and/or above the SIR. The Excess JPA/Carrier will provide GH with activity documentation above the SIR.

☐ GH will reserve to Full Value and track recoveries.

THIRD PARTY SUBROGATION SERVICES:

☒ GH is authorized to initiate third party subrogation claims on behalf of CLIENT

☐ GH must obtain authorization to initiate third party subrogation claims on behalf of CLIENT.

FIRST PARTY SUBROGATION SERVICES:

☐ CLIENT elects to incorporate the first party subrogation services of GH into the contract

☐ CLIENT authorizes GH to initiate first party subrogation claims on behalf of CLIENT

☐ CLIENT agrees to the additional compensation payable to GH for its first party subrogation services as follows:

GH shall be entitled to 30 % of the gross recovery for each claim initiated by GH through its first party subrogation efforts.

☐ CLIENT agrees to the terms and conditions stated in Attachment B, Subrogation Services.

_____ BY: _____

Date John E. Chaquica, CEO
GEORGE HILLS COMPANY INC.

_____ BY: _____

Date NAME, TITLE
County of Mariposa

Attachment: George Hills Claims Adjusting-Administration Svs Contract (RES-2021-549 : Approve Agreement with George Hills, Inc. for

Attachment: George Hills Claims Adjusting-Administration Svs Contract (RES-2021-549 : Approve Agreement with George Hills, Inc. for

ATTACHMENT A-1

SUBROGATION AGREEMENT

This Subrogation Agreement is made and entered into this _____ day of _____, 2021 by and between the COUNTY OF MARIPOSA, hereinafter referred to as "CLIENT", and GEORGE HILLS COMPANY, INC., hereinafter referred to as "GH".

I. GH does not handle subrogation claims with a value of less than $1000. For those claims in excess of $1000, CLIENT may, at CLIENT's own expense:

   a. Authorize GH to act as a representative of CLIENT for the investigation, adjustment, processing, supervision and evaluation of an ultimate recovery of potential money from damage claims against parties for whom it is alleged to be legally responsible.

   b. Authorize GH to engage the services of a litigation attorney to consult, review, and determine the best legal strategy available at the time to obtain the best possible result for CLIENT. Upon determination by the attorney that a civil action is in the best interest of CLIENT, GH will notify CLIENT and obtain authorization to pursue recovery in accordance with the recommendations of the litigation attorney.

   c. While GH is handling a subrogation claim for CLIENT pursuant to the terms of this Contract, the institution of a civil action is determined by CLIENT to be the best course of action, CLIENT may elect to do so at CLIENT's own expense.

      i. Recall the claim to CLIENT's control so that CLIENT may pursue recovery in a manner to be determined by the CLIENT's attorney to be in the best interest of the CLIENT.

      ii. In the event CLIENT recalls the claim as indicated above, CLIENT shall be responsible for payment to GH for any and all time and expense incurred by GH's subrogation claim adjuster and/or other subrogation division staff up to the time wherein the claim has been recalled by CLIENT.

II. CLIENT will pay a Subrogation Fee in the amount of 30% for each and every recovery obtained. The minimum amount to be paid to GH will be $250 per claim upon recovery. However, GH has the authority to reject any claim for any reason, relieving CLIENT of any fiscal responsibility for rejected claims only.

   a. Generally, no recovery shall be agreed to involving payment plans if the recovery is less than $5,000 and/or greater than a one-year term. Exceptions can be made on a case-by-case basis. If a recovery is agreed to exceed this amount and/or length of time, Subrogation fee shall be 45%. In the event a payment plan is authorized and entered into, the subrogation fee will be based upon the total amount of the lien and will be invoiced to the CLIENT upon the entry of the payment agreement. GH will make every attempt to enforce the provisions of the payment agreement with the claimant, but in no way guarantees the fulfillment of the terms of the payment agreement. In the event the terms of the payment

agreement are not fulfilled and warrant pursuit through the small claims process, authority to pursue through small claims will be requested.

b. Authorize GH to appear in small claims court for recovery of funds. Authority for the pursuit of recovery through small claims will be requested prior to the filing of documents with the court to initiate the small claims action. Each appearance will be an additional fee of $150. All costs for the handling of small claims court actions, i.e. service of process of documents on the responsible parties, mileage, parking, and toll shall be an additional cost and will be the responsibility of the CLIENT. Additional allocated costs shall be billed separately upon the cost being incurred, such as, but not limited to: skip tracing, service of process, and third-party sub contracted investigation.

c. GH reserves the right to cease working on any claim whereas information has not been made available to GH within 120 days after GH has submitted the information and/or documentation request to CLIENT, at such time the claim will be closed.

d. Due to the nature of these services, in that compensation is contingent upon recovery, if the contract is terminated prior to recovery or other closure of any claim, the CLIENT shall pay GH for all expenses and time spent, to date, on any claim(s) currently open and recovery in process. Payment shall be based on the current hourly rate of GH. GH will submit the final invoice within five business days of termination.

III. General Terms and Conditions

a. Successors and Assigns.
All of the rights, benefits, duties, liabilities, and obligations of the parties shall inure to the benefit of, and be binding upon, their respective successors and assigns.

b. Construction.
The title and headings of the Sections in this Agreement are intended solely for reference and do not modify, explain, or construe any provision of this Agreement. All references to sections, recitals, and the preamble shall, unless otherwise stated, refer to the Sections, Recitals, and Preamble of this Agreement. In construing this Agreement, the singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared the Agreement.

c. Integration.
This Agreement, and all related documents referred to in this Agreement, constitute the entire Agreement between the parties. There are no oral agreements which are not expressly set forth in this Agreement and the related documents being executed in connection with this Agreement. This Agreement may not be modified, amended, or otherwise changed except by a writing executed by the party to be charged.

d. Third-Party Rights.

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Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties and their respective successors and assigns, any rights or remedies.

e. Severability.
If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected.

f. Waivers.
No waiver or breach of any provision shall be deemed a waiver of any other provision, and no waiver shall be valid unless it is in writing and executed by the waiving party. No extension of time for performance of any obligation or act shall be deemed an extension of time for any other obligation or act.

g. Counterparts.
This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. The execution of this Agreement shall be deemed to have occurred, and this Agreement shall be enforceable and effective, only upon the complete execution of this Agreement by Seller and Purchaser.

h. Authority of Parties.
All persons executing this Agreement on behalf of a party warrant that they have the authority to execute this Agreement on behalf of that party.

i. Governing Law.
This Agreement shall be governed by and construed in accordance with California law.

_____ BY: _____
Date John E. Chaquica, CEO
GEORGE HILLS COMPANY, INC.

_____ BY: _____
Date NAME, TITLE
COUNTY OF MARIPOSA

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ATTACHMENT B
MEDICARE, MEDICAID, AND SCHIP EXTENSION ACT OF 2007 (MMSEA)

This law requires liability insurers, self-insurers, no fault insurers and workers' compensation insurers to report certain information to The Centers for Medicare and Medicaid Services (CMS) concerning Medicare beneficiaries. The penalty for failure to comply is $1,000 per day, per claimant.

George Hills Company, Inc. (GH) has contracted with ExamWorks for Mandatory Insurer Reporting (MIR) for the CLIENT. ExamWorks shall represent the CLIENT–and Responsible Reporting Entity (RRE) to this existing contract and this addendum and will be the designated reporting agent. GH will be responsible for gathering and reporting accurate claims data required by MMSEA to ExamWorks in a timely manner. GH agrees to assume the responsibility for reporting data to ExamWorks to meet all reporting requirements in accordance with MMSEA, on behalf of the RRE; including assuming responsibility for any fines or penalties that are directly caused by GH's non-compliance. GH further agrees to indemnify and hold-harmless, RRE, and staff, for any penalties or fines resulting from GH's direct failure to timely and accurately provide the reporting data to ExamWorks. The above-mentioned obligations to indemnify and hold-harmless shall not be applicable to matters relating to delays caused by RRE or other third parties, or inaccurate data supplied to GH by RRE or other third parties.

By contract with GH, ExamWorks will indemnify and hold GH harmless from and against any claim, damage, fine, loss and expense, arising in connection with, or as a result of, any error, omission, or negligent performance of its obligations as reporting agent, which indemnity will include all reasonable costs of litigation and attorneys' fees incurred. Without in any way limiting the indemnity set forth in this Contract, all work performed by ExamWorks will be done in a professional manner.

GH shall perform the necessary data gathering for RRE and ExamWorks; as such GH shall include in our monthly invoicing the time incurred for such work at our contract hourly rate or will be included in your monthly flat fee or claims adjusting.

ExamWorks will perform the MMSEA Mandatory Insurer Reporting function for GH, and its RREs, shall be charged as an Allocated Expense, as defined in Attachment C, subject to the following. RRE will designate ExamWorks, unless otherwise requested, as its exclusive vendor for all of RRE's "Qualified Referrals" (those claims determined to require Medicare Set Aside (MSA) or a Claim Settlement Allocation (CSA) and RRE will utilize other ExamWorks services related to Medicare Secondary Payer (MSP) compliance identified in their fee schedule.

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ATTACHMENT C
PREFERRED METHOD OF CHECK PROCESSING

1. Selection of Bank

   a) ☐ GH uses CA Bank & Trust

   b) ☐ Clients Choice

   Name

   Address

   Please provide signature cards, sample check, starting check number, name of contact person

2. Trust Balance Desired $_____

3. Account funding: GH will notify client when the balance falls below required balance

4A. Number of Signatures Required

   a) ☐ One

   b) ☐ Two on all checks

   c) ☐ Two on checks in excess of $_____

4B. If two signatures are required please specify:

   a) ☐ Both GH

   b) ☐ One GH, one client

   GH signers: John Chaquica, CEO; Chris Shaffer, Vice President; Kimberly Santin, Finance Director

5. Accountability

   a) Positive Pay: Yes ☐ No ☐

   GH recommends positive pay to mitigate the potential for fraud.

   b) Check Registers: Yes ☐ No ☐

   Weekly ☐ Monthly ☐

   c) ☐ Statement to be balanced by client, or

   ☐ Statement to be balanced by GH with copies to client

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ATTACHMENT D
ALLOCATED EXPENSES

Typically, allocated expenses are those expenses that are generated by a claim (by outside vendors other than George Hills) that cannot be foreseen nor included in an agreement. These are generally allocated back to the specific claim file for which the cost was incurred and then charged back to the entity whose claim incurred that cost. In most situations are pass-through costs (with processing fees) for services and/or fees not directly generated by the TPA, but rather by a third-party consultant where the TPA has acted as an agent on behalf of the entity to necessarily outscore services to a third-party consultant and/or miscellaneous fees applicable to the specific claim applied by an outside entity, such as a court or copy service. Below, George Hills has provided a list, by no means an exhaustive list, of typical allocated expenses.

- Fees of outside counsel for claims in suit, coverage opinions, and litigation, and for representation and hearings or pretrial conferences;
- Fees of court reporters;
- All court costs, court fees, and court expenses;
- Fees for service of process;
- CMS reporting costs and fees (ExamWorks);
- Costs of undercover operatives and detectives;
- Costs for employing experts for the preparation of maps, professional photographs, accounting, chemical or physical analysis, or diagrams;
- Costs for employing experts for the advice, opinions, or testimony concerning claims under investigation or in litigation for which a declaratory judgment is sought;
- Costs for independent medical examination or evaluation for rehabilitation;
- Costs of legal transcripts of testimony taken at coroner's inquests, or criminal or civil proceeding;
- Costs for copies of any public records or medical records;
- Costs of depositions and court reporting;
- Costs and expenses of subrogation, (if not George Hills);
- Costs of engineers, handwriting experts, or any other type of expert used in the preparation of litigation or used in a one-time basis to resolve disputes;
- Witness fees and travel expenses;
- Costs of photographers and photocopy services (if not George Hills—our costs for this is included in our rate);
- Costs of appraisal fees and expenses not included in flat fee or performed by others;
- Costs of indexing claimants;
- Services performed outside the TPA's normal geographical regions;
- Costs associated with Medicare Set-Aside analysis and submission or Medicare Conditional Lien negotiation;
- Investigation of possible fraud including SIU services and related expenses; and/or

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- Any other similar cost, fee, or expense that is not otherwise included in the TPA's service fees that is reasonably chargeable to the investigation, negotiation, settlement, or defense of a claim or loss or to the protection or perfection of the subrogation rights of the entity, including travel related expenses.

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ATTACHMENT E

BUSINESS ASSOCIATE AGREEMENT BETWEEN COUNTY OF MARIPOSA AND GEORGE HILLS COMPANY, INC.

This Business Associate Agreement ("BAA") is made and entered into this _____ day of _____, 2021 by and between the COUNTY OF MARIPOSA, hereinafter referred to as "CLIENT," and GEORGE HILLS COMPANY, INC., hereinafter referred to as "GH."

I. RECITALS

WHEREAS, on or about date referenced above, GH entered into a written contract with CLIENT to perform obligations and services related to the handling and administration of general liability claims filed against or with CLIENT.

WHEREAS, the obligations of the Contract require that CLIENT provide to GH date, documents, and information which may contained protected health information ("PHI") and/or electronic PHI ("ePHI") within the definition of the Health Information Portability and Accountability Act ("HIPAA") related to the general liability claims, for the purpose of administering those claims.

NOW, THEREFORE, in consideration of the mutual promises of the parties and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the PARTIES hereto agree as follows:

II. DEFINITIONS

Catch-all definition:

The following terms used in this AGREEMENT shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean GH.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean COUNTY OF MARIPOSA.

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

Pursuant to this agreement GH agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(e) Make available protected health information in a designated record set to the GH as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the GH as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

(h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

IV. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

(a) Business associate may only use or disclose protected health information for the purposes described in the Contract between GH and CLIENT, specifically for the purpose of adjusting and administering the general liability claims filed against CLIENT.

(b) Business associate may use or disclose protected health information as required by law.

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(c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.

(d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity [if the Agreement permits the business associate to use or disclose protected health information for its own management and administration and legal responsibilities or for data aggregation services as set forth in optional provisions (e), (f), or (g) below, then add ", except for the specific uses and disclosures set forth below."]

(e) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.

(f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal and contractual responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Business associate may provide data containing PHI and or ePHI to third party entities for storage, security, and/or aggregation services relating to the claims administration services provided by GH.

V. PROVISIONS FOR COVERED ENTITY TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS

(a) Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.

(b) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.

(c) Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

VI. PERMISSIBLE REQUESTS BY COVERED ENTITY

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Covered entity shall not request business associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity.

VII. TERM AND TERMINATION

(a) Term. The Term of this Agreement shall be effective as of DATE and shall terminate on DATE or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement and business associate has not cured the breach or ended the violation within the time specified by covered entity.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal and contractual responsibilities;

Return to covered entity, or destroy, the protected health information that the business associate maintains in any form;

Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;

Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

Return to covered entity, or destroy, the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal and contractual responsibilities.

(d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

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_____
Date

BY: _____
John E. Chaquica, CEO
GEORGE HILLS COMPANY INC.

_____
Date

BY: _____
NAME, TITLE
COUNTY OF MARIPOSA

MARIPOSA COUNTY

Administration · 966-3222

MEETING: September 28, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Broadband Discussion and Direction

RECOMMENDATION AND JUSTIFICATION:

Discussion and Direction Regarding Broadband Deployment Efforts.

Mariposa County is currently engaged in multiple efforts to enhance access and quality of broadband service in the county. In partnership with Central Sierra Connect, the County is contributing to an effort to develop a regional broadband plan known as the Central Sierra Broadband Roadmap. Through the Golden State Finance Authority (GSFA) and Rural County Representatives of California (RCRC), the County is also a co-recipient of grant funds to develop a county-specific broadband plan. Finally, RCRC has invited the County to join a Joint Powers Authority (JPA), the Golden State Connect Authority, which aims to take advantage of state and federal dollars to build broadband capacity in rural counties.

These efforts are consistent with the Mariposa County Strategic Plan. Objective 4.3 of that plan directs staff to, "work with partners in private industry to expand access to cellular service and business-speed broadband countywide." Broadband is used to provide a number of essential services including telehealth, remote school access, and so on. Inasmuch as there are more dollars currently available for broadband than we have seen in the previous five years or more, it is appropriate to be putting considerable effort toward this objective at this time.

With multiple efforts underway, and different supervisors engaged in these and other related projects, this item is intended to create an opportunity to discuss the progress of each effort and the best course of action for the county as a whole moving forward.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Resolution 2021-375 approved a Memorandum of Understanding (MOU) with GSFA for a countywide broadband strategic plan.

Resolution 2021-288 approved a letter of support for GSFA's application for countywide broadband strategic plans and indicated the Board's intent to participate

Agenda Item - No Resolution Requested

in this program.

Resolution 2020-336 ratified a letter of support for the Central Sierra Broadband Roadmap. Grant funding was later awarded through the federal Economic Development Administration to create a regional plan for five counties from Alpine to Mariposa.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

RESULT: INFORMATION RECEIVED