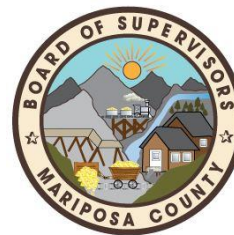




MARIPOSA COUNTY

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



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

DISTRICT I
DISTRICT V
DISTRICT II
DISTRICT IV
DISTRICT IV

ACTION SUMMARY MINUTES

September 20, 2022

A. 9:04 AM Called to Order

The meeting was called to order at 9:04 AM due to technical difficulties.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:04 AM
Marshall Long	District III Supervisor	Present	9:04 AM
Wayne Forsythe	District IV Supervisor	Present	9:04 AM
Miles Menetrey	District V Supervisor	Present	9:04 AM

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

Dr. Eric Sergienko/County Health Officer introduced Kendra Bowyer/Napa County Office of Emergency Services who thanked the Board and noted she was here during the Detwiler Fire.

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

During the public comment portion of the consent agenda, Steve Ward/Cal-Fire/Mariposa Fire Division Chief noted a correction to CA.11 in the item title.

CORRECTION CA.11: This item is an acceptance of a grant agreement.

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

CA1. Health and Human Services RES-2022-525

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Health and Human Services RES-2022-526

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. Sheriff's Office RES-2022-527

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. Administration/Human Resources RES-2022-528

Rescind Resolution 22-297; and Adopt a New Confidential Employee Resolution with an Updated List of Confidential Classifications, Effective September 1, 2022

CA5. Board of Supervisors RES-2022-529

Ratify a Letter of Support for SB-884 (McGuire) Electricity: Expedited Utility Distribution Infrastructure Undergrounding Program

CA6. Clerk of the Board of Supervisors 2022-90

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 2022

CA7. Clerk of the Board of Supervisors 2022-91

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 2022

CA8. County Counsel RES-2022-530

Adopt a Revised Countywide List of Pre-Approved Ergonomic Equipment

CA9. County Counsel 2022-92

Accept Resignation and Recognize Sterling Cramer for His Service on the Mariposa County Safety Committee; and Appoint Wes Smith as a Management Representative to the Mariposa County Safety Committee for the Unexpired Term Ending September 28, 2023

CA10. Fire 2022-93

Accept Resignation and Recognize David Angelini for His Service on the Mariposa County Fire Advisory Committee (MCFAC); and Appoint Gary Colliver as Public Member to MCFAC for a Term Expiring September 20, 2024

CA11. Fire RES-2022-531

Approve Agreement 5GG21145 with Cal Fire in an Amount Not to Exceed \$230,141.68 for the Purchase of Attachments and Maintenance for Fuel

Reduction Equipment; Approve Budget Action Increasing Revenue and Expense Recognizing Unanticipated Revenue (\$230,141); and Authorize the Board of Supervisors Chair to Sign Any Agreements or Documents Pertaining to This Grant (Subject to Approval as to Legal Form by County Counsel) 4/5ths Vote Required

CA12. HHS/Behavioral Health & Recovery Services RES-2022-532

Approve an Agreement with Sierra Quest Human Services Foundation in an Amount Not to Exceed \$300,000 to Provide Mental Health Services for Health and Human Services Agency (HHSA) Clients; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA13. HHS/Behavioral Health & Recovery Services RES-2022-533

Approve an Agreement with Heritage Oaks Hospital, Inc. to Provide Inpatient Mental Health Rehabilitation Services for Mariposa County Health and Human Services Agency (HHSA) in an Amount Not to Exceed \$100,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA14. HHS/Behavioral Health & Recovery Services RES-2022-534

Approve an Agreement with Behavioral Health Care Sierra Vista Hospital, Incorporated to Provide Inpatient Psychiatric Services to Mariposa County Health and Human Services Agency (HHSA) in an Amount Not to Exceed \$100,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. HHS/Public Health RES-2022-535

Approve the Maternal, Child, and Adolescent Health Agreement Funding Application (MCAH AFA); and Authorize the Health and Human Services Agency Director to Sign the Agreement and Any Subsequent Amendments or Documents Pertaining to This Grant (Subject to Approval as to Legal Form by County Counsel)

CA16. HHS/Public Health RES-2022-536

Rescind Resolution Number 2022-382; Approve Memorandum of Understanding (MOU) with University of California- Merced for Student Placement in the Health and Human Services Agency's Tobacco Education Program; and Authorize the Board of Supervisors Chair to Sign the MOU

CA17. Probation RES-2022-537

Approve Agreements with Hoffman Alarm for Cameras and Alarms at Juvenile Facility, Authorize the Board of Supervisor Chair to Sign the Agreements, and Any Supporting Documents Necessary to Implement the Youth Program Facility Grant (YPFG) (Subject to Approval as to Legal Form by County Counsel)

CA18. Public Works RES-2022-538

Approve Grant Agreement 5GG21147 with Cal Fire for Fire Prevention Equipment in an Amount Not to Exceed \$220,000; Approve Budget Action Increasing Revenue and Expense Recognizing Unanticipated Revenue (\$220,000); and Authorize the Board of Supervisors Chair to Sign Any

Agreements or Documents Pertaining to This Grant (Subject to Approval as to Legal Form by County Counsel) 4/5ths Vote Required

E. Board Recognitions

1. Board of Supervisors 2022-94

Proclaim the Month of September as "Recovery Month" (Alliance) (Board Chair)

Debra Barcellos/Alliance/Heritage House gave a brief presentation on the proclamation. Public comment was received by Todd Davidson/Health and Human Services Behavioral Health and Recovery Services Supervisor, Cathy, Jerry, Brandy Rose, and Pete Judy/Chief Probation Officer, all of whom shared either personal experience or witnessed recovery success. Supervisors Menetrey and Forsythe thanked the individuals who shared their stories.

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

F. Departmental Presentation

Dr. Eric Sergienko/County Health Officer gave an update on Oak Fire recovery noting they are working with Development Services on fee waivers. Due to the weather, TetraTech has been unable to continue with site inspections. They were able to do tree-only assessments, which assessed if trees were likely to come down. Dr. Sergienko acknowledged Shannon Hansen and Mat Hespenheide of Public Works for their work on the Request for Proposals (RFP) and noted the contract winner will be announced on October 4th.

Dr. Kristina Allen/Deputy Director of Public Health gave an update on the new program in the Jail and thanked the Sheriff's Department for their collaboration. She announced there is a medical team seven days a week. In response to a question from Chair Smallcombe, Dr. Allen noted this is the contract Public Health took over from John C. Fremont Healthcare District.

Chief Ward gave an update on MPUD transition noting that MPUD Station One is now Station 22. He announced they have 15 interviews scheduled. Chief Ward noted the first week in October the downtown station will be staffed at least five days a week and the first type 3 engines will be delivered this week. The other two type 3 engines are going through their final inspection and the type 6 engine is in the pre-construction phase.

Chief Judy gave a brief update on SB 23, although probation officers and the California State Association of Counties (CSAC) were against it, it passed, and Mariposa was given \$397,396 for upgrades to the Juvenile Hall. Chief Judy noted he would come back to the Board for action on any upgrades made with these funds.

Leigh Westerlund/Assistant County Administrative Officer introduced Ben Goger/Housing Development Specialist who noted there will be a Board item on the vacation rental program on October 4th - mid-morning. In response to a question from Supervisor Menetrey, Mr. Goger noted this is a standalone discussion on vacation

rentals and market data.

Joe Lynch/Director Health and Human Services Agency noted for the listening public if any residents on Whispering Pines need rent assistance call, Amy Woodward, at 209-966-2000.

G. Public Comment on Non-Agenda Items

Theresa Johnson announced her candidacy for the vacant two-year position on the John C. Fremont Hospital Board. She gave a brief history of herself and her experience in the position.

H. Regular Agenda Items

1. Fire RES-2022-539

Provide an Update and Recommendations to the Board of Supervisors on the Mariposa County Fire Advisory Committee (MCFAC); and Approve an Update to Exhibit "A" of the MCFAC By-Laws

Chief Ward gave the staff report noting the current challenge is getting a quorum. No public comment. There was a clerical error on the bottom of the resolution, date will be corrected to the date of adoption.

Supervisor Long thanked the committee and Steve for all their work. Chair Smallcombe is grateful for CWPP.

Chief Ward then gave an update on MCFAC and noted that CWPP is ongoing.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Wayne Forsythe, District IV Supervisor
SECONDER:	Marshall Long, District III Supervisor
AYES:	Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

2. HHS/Behavioral Health & Recovery Services RES-2022-540

Approve a Memorandum of Understanding (MOU) Between the County of Mariposa (HHSA) and XFERALL, LLC for Arrangements Related to the Pilot Project; and Authorize the Board of Supervisors Chair to Sign the MOU

Sheila Baker/Deputy Director Behavioral Health gave the staff report noting this is a no cost and will save placement time. No public comment. Kudos given from Supervisor Menetrey and Chair Smallcombe.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Marshall Long, District III Supervisor
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

3. Planning RES-2022-561

Authorize the Destruction of Planning Department Vacation Rental Application Files (Hard Copy Files) that Are More Than Five (5) Years Old
4/5ths Vote Required

Sarah Williams/Planning Department Director gave the staff report and noted the files are scanned and only the hard copy will be destroyed. No public comment.

Supervisor Long asked if it can be brought back to be amended from 5 years of retention to 2 years of retention.

Continued to the 9/27 meeting to allow for the amendment.

RESULT: CONTINUED TO NEW DATE Next: 9/27/2022 9:00 AM

4. Treasurer-Tax Collector-County Clerk RES-2022-559

Approve Agreement with Hinderliter, De Llamas, & Associates (HDL) in the Amount of \$46,000 for the Analysis and Forecasting of Sales, Use and Transactions Taxes; and Authorize the Board of Supervisor's Chair to Sign the Agreement

RESULT: WITHDRAWN AND RESCHEDULED Next: 9/27/2022 9:00 AM

I. Items removed from Consent Agenda

None.

J. Board Information

Information received.

K. Adjournment

10:40 AM Chair Smallcombe Adjourned in memory of Lynda Appling, Edith DuPaul, James Allan, Vivian Hartman, Ron Ritchie, Susie Johnson, Laura Miller, Teresa White, Kathleen Saaverda, Kenneth Kubichko, Gene Bower, and Ralph Burnside.

Respectfully submitted,

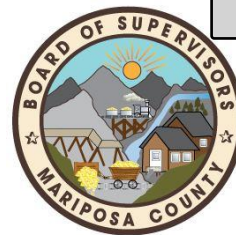
Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2022-525

MEETING: September 20, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

RECOMMENDATION AND JUSTIFICATION:

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

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

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

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

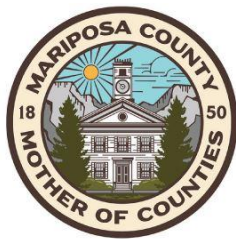
Do not continue the local emergency and the County may not be eligible for possible State or Federal assistance, or proceed with temporary homeless shelter solutions.

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

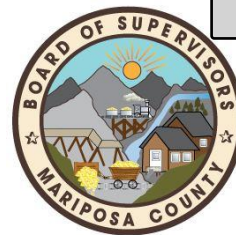
SECONDER: Marshall Long, District III Supervisor

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



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2022-526

MEETING: September 20, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue the Oak Fire Local Health Emergency

RECOMMENDATION AND JUSTIFICATION:

Resolution Continuing the Local Health Emergency Due to the Oak Fire.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On July 22, 2022, the Oak Fire began in the Midpines area of Mariposa County and grew into a major wildfire.

The County Health Officer declared a local health emergency under California Health and Safety Code Section 101080 on July 22nd, 2022.

On July 26, 2022, the Board of Supervisors adopted Resolution 22-435 ratifying a Proclamation of the existence of a local health.

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.

FINANCIAL IMPACT:

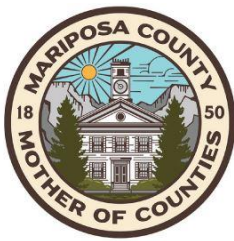
Not Applicable.

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

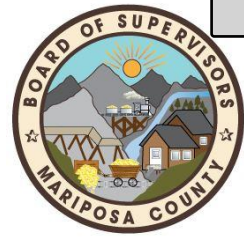
SECONDER: Marshall Long, District III Supervisor

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



MARIPOSA COUNTY

Sheriff's Office • 209 966-3615



D.3

RESOLUTION - ACTION REQUESTED 2022-527

MEETING: September 20, 2022

TO: The Board of Supervisors

FROM: Jeremy Brieese, Sheriff

RE: Continue the Local Emergency Due to the Oak Fire

RECOMMENDATION AND JUSTIFICATION:

Resolution Continuing the Local Emergency Due to the Oak Fire.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On July 22, 2022, the Oak Fire began in the Midpines area of Mariposa County and grew into a major wildfire.

On July 23, 2022, Mariposa County received notification of the approval of a Federal Fire Management Assistance Grant (FMAG) to aid with the Oak Fire. Additionally, Gavin Newsom, Governor of the State of California, also proclaimed, on July 23, 2022, a state of emergency in Mariposa County due to the Oak.

On July 23rd, 2022, Sheriff Jeremy Brieese, acting as the Director of Emergency Services pursuant to Mariposa County Code Section 2.80.040, issued a Proclamation declaring a local emergency.

On July 26, 2022, the Board of Supervisors adopted Resolution 22-435 ratifying a Proclamation of the existence of a local 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.

FINANCIAL IMPACT:

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RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

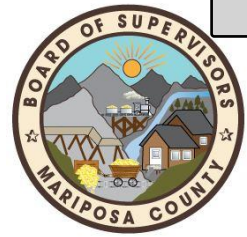
SECONDER: Marshall Long, District III Supervisor

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



MARIPOSA COUNTY

Administration/Human Resources • 966-3222



D.4

RESOLUTION - ACTION REQUESTED 2022-528

MEETING: September 20, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Rescind and Replace the Confidential Employee Resolution

RECOMMENDATION AND JUSTIFICATION:

Rescind Resolution 22-297; and adopt a new Confidential Employee Resolution with an updated list of confidential classifications, effective September 1, 2022.

On June 21, 2022 during final budget hearings, the Board of Supervisors approved an Administrative Technician allocation to the Human Resources division of County Administration. This position meets the definition of a confidential employee in the Confidential Employee Resolution, and should therefore be included in the Resolution.

Confidential employees are not represented by a labor bargaining unit because of their potential access or exposure to sensitive issues and strategies related to labor negotiations. Pursuant to Resolution 16-579, confidential employees are entitled to an additional three percent (3%) special pay because they are not represented.

This action is consistent with the way the confidential designation has been applied in the County and would allow the incumbent to be appropriately compensated. Staff recommends approval of the new Confidential Employee Resolution updating the list of confidential classifications.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors approves changes to the Confidential Resolution from time-to-time. The previous Resolution was approved by the Board on May 17, 2022 by Resolution No. 22-297.

On November 1, 2016, the Board approved a three percent (3%) special pay for confidential employees by Resolution 16-579.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not amend the current Confidential Employee Resolution. The Administrative Technician position in Human Resources would be assigned to a bargaining unit for representation, which is inappropriate while also having access to sensitive information and strategies related to labor negotiations.

FINANCIAL IMPACT:

Funds for this action are already included in the operating budget for Human Resources.

ATTACHMENTS:

Confidential Designation Resolution 9-2022 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Marshall Long, District III Supervisor

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

MARIPOSA COUNTY RESOLUTION NO. _____**RESCIND RESOLUTION NO. 22-297 RELATIVE TO
DESIGNATING CERTAIN CLASSIFICATIONS AS CONFIDENTIAL
AND APPROVE AN AMENDMENT TO THE LIST OF CONFIDENTIAL CLASSIFICATIONS**

WHEREAS, California Government Code Section 3507.5, empowers a public agency to designate Management and Confidential Employees pursuant to rules and regulations adopted therefore; and

WHEREAS, Mariposa County Resolution No. 22-297 established rules and regulations providing for the designation of Management and Confidential Employees; and

WHEREAS, Resolution No. 22-297 further identified certain classifications as Confidential; and

WHEREAS, the Board of Supervisors desires to rescind Resolution No. 22-297 because the classifications designated as Confidential need amending; and

WHEREAS, the Board of Supervisors desires to amend the list of Confidential classifications as follows:

1. Add the Administrative Technician classification in Human Resources

NOW THEREFORE BE IT RESOLVED by the Mariposa County Board of Supervisors a political subdivision of the State of California, as follows:

1. Management positions shall be defined by the Memorandum of Understanding currently in effect with Mariposa County and the Mariposa County Managerial and Confidential Organization.
2. "Confidential Employee" means any employee who, in the regular course of his/her duties, is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. Confidential employees shall be designated by the County in accordance with the County's labor relations policies and procedures and such designations will be considered by the County and the Union to be outside the statutory scope of bargaining.

The following positions are tied to the Mariposa County Managerial and Confidential Organization for benefits and salaries, and are not dues-paying members of the unit. Benefits do not include Administrative Leave, and these employees are subject to overtime compensation under the Fair Labor Standards Act, with the exception of the Administrative Analyst I/II and the Senior Administrative Analyst, which are overtime exempt as an administrative employee, and the Assistant Auditor and the Assistant County Counsel, which are overtime exempt as a professional employee pursuant to the Fair Labor Standards Act, and shall receive Administrative Leave.

Resolution No. _____

- a. Accountant II (Auditor's office – 2 positions)
- b. Administrative Analyst I/II (Human Resources)
- c. Administrative Technician (Human Resources)
- d. Assistant Auditor
- e. Assistant County Counsel
- f. Deputy Clerk of the Board I/II (2 positions)
- g. Executive Assistant (County Administration)
- h. Legal Executive Assistant (County Counsel's office)
- i. Legal Secretary I/II (County Counsel's office)
- j. Payroll Specialist (Auditor's office)
- k. Senior Administrative Analyst (Human Resources)

PASSED AND ADOPTED this ____ day of _____ 2022, by the Board of Supervisors of Mariposa County by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Rosemarie Smallcombe, Chair
Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

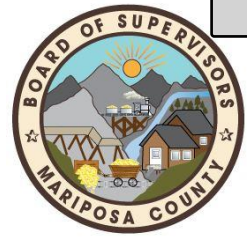
Danielle Bondshu
Clerk of the Board

Steven W. Dahlem
County Counsel



MARIPOSA COUNTY

Board of Supervisors • 209-966-3222



D.5

RESOLUTION - ACTION REQUESTED 2022-529

MEETING: September 20, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Ratify a Letter of Support for SB-884 (McGuire) Electricity

RECOMMENDATION AND JUSTIFICATION:

Ratify a Letter of Support for SB-884 (McGuire) Electricity: Expedited Utility Distribution Infrastructure Undergrounding Program.

SB-884 would direct the CA Public Utilities Commission (CPUC) and the Office of Energy Infrastructure Safety (OEIS) to review and approve multi-year undergrounding plans for electrical corporations that opt-in. The proposed undergrounding projects would be reviewed based on wildfire risk reduction, public safety, and reliability, with accountability metrics focused on completion time lines and cost targets.

Creating a multi-year program would provide a stable and predictable ecosystem that will attract necessary resources to commit to this work while allowing state oversight on project progress and customer affordability.

Based on an analysis by Marsh Advisory's Emerging Risks Group, it is believed that PG&E's current plan is likely to significantly decrease homeowner losses from wildfire in PG&E's service areas.

Given the urgent need for support of SB-884, staff has already sent this letter of support and recommends approval of this request to ratify that action.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board routinely approves or ratifies letters of support that it determines to be in the best interest of the county.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve. Staff would notify recipients of a retraction in that event.

ATTACHMENTS:

LOS SB-884 (PDF)

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

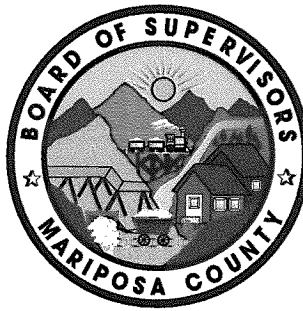
MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Marshall Long, District III Supervisor

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

Mariposa County Board of Supervisors

District 1 ... ROSEMARIE SMALLCOMBE
District 2 VACANT
District 3 MARSHALL LONG
District 4 WAYNE FORSYTHE
District 5 MILES MENETREY



D.5.a
DALLIN KIMBLE
County Administrative Officer

DANIELLE BONDISHU
Clerk of the Board

P. O. Box 784
Mariposa, CA 95338
(209) 966-3222
(800) 736-1252
www.mariposacounty.org/board

August 18, 2022

Senator Mike McGuire
1021 O Street, Suite 8620
Sacramento, CA 95814-4900

**RE: Letter of Support for SB-884 (McGuire) Electricity: Expedited Utility Distribution
Infrastructure Undergrounding Program.**

Senator McGuire,

On behalf of Mariposa County, I am respectfully writing to express support for Senate Bill 884 (McGuire), which would allow for the review and approval of multi-year Wildfire Mitigation Plans, specifically placing overhead electrical equipment underground as a risk reduction measure.

SB 884 would direct the CA Public Utilities Commission (CPUC) and the Office of Energy Infrastructure Safety (OEIS) to review and approve multiyear undergrounding plans for electrical corporations that opt-in. The proposed undergrounding projects would be reviewed based on wildfire risk reduction, public safety, and reliability, with accountability metrics focused on completion timelines and cost targets. Additionally, the plans would need to demonstrate how to achieve the substantial workforce development and projected costs and economic benefits over the duration of the plan. Penalties for failure to abide by these requirements would result in substantial PUC financial penalties and prohibitions on cost recovery.

The current year-at-a-time Wildfire Mitigation Plan (WMP) process at OEIS and the 4-year General Rate Case (GRC) process at the CPUC does not allow for the type of full program commitment that is needed for an infrastructure project of this size, which adds unnecessary regulatory costs. Creating a multi-year program would provide a stable and predictable ecosystem that will attract necessary resources to commit to this work while allowing state oversight on project progress and customer affordability.

PG&E's 10,000-mile undergrounding plan is one of the largest infrastructure projects undertaken by a utility in the US. This plan involves a complex web of activities to achieve this

Attachment: LOS SB-884 (RES-2022-529 : Ratify a Letter of Support for SB-884 (McGuire) Electricity)

monumental project, such as hiring and training union workers, securing necessary materials, and establishing best practices to achieve this at scale. Undergrounding is more cost-effective at reducing wildfire risk than employing status quo solutions. With the improved process this bill would establish, costs would be further reduced, and the overall timeline would be expedited.

Based on an analysis by Marsh Advisory's Emerging Risks Group, it is believed that PG&E's current plan is likely to significantly decrease homeowner losses from wildfire in PG&E's service areas. Catastrophic total annual losses, representing 1% of possible losses, is expected to decrease by \$1.3B annually, which would be a 14% reduction. We anticipate an even larger benefit and faster pay-off when business losses are accounted for.

We are pleased to add our name to a growing coalition supporting this effort.

Sincerely,



Rosemarie Smallcombe, Chair

Mariposa County Board of Supervisors



MARIPOSA COUNTY

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



D.6

MEETING: September 20, 2022

TO: The Board of Supervisors

FROM: Danielle Bondshu, 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 2022.

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 9-20-22 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

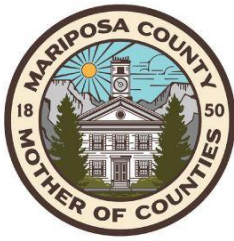
SECONDER: Marshall Long, District III Supervisor

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

BOARD REPORT ON CAO EXECUTED CONTRACTS

Board Agenda Item for September 20, 2022

Contractor	Amount	Term	Service	Department
Economic & Planning Systems, Inc.	\$40,570	7-6-22 to 7-5-23	Countywide Retail Demand Marketing Study	Admin
California Association of Environmental Health Administrators	\$60,000	8-22-22 to 6-30-23	Oak Fire debris recovery management	Admin
Michelle McCarty	\$9,999.00	7-1-22 to 6-30-23	Literacy Grant	Admin
DLB Associates for IBM Maintenance	\$2,696.00	9-12-22 to 9-10-23	IBM Maintnenace	Admin/IT
Alliance for Community Transformation	\$50,000.00	8-1-22 to 12-31-22	Case Management Services	HHSA
Mariposa County Unified School District	\$50,000.00	8-19-22 to 8-20-23	Oak Fire Community Meeting/ROE	HHSA
Miwumati Healing Center	\$50,000.00	8-1-22 to 12-31-23	Case Management	HHSA
Quest Community Counseling Services	\$39,180.00	7-1-22 to 6-30-23	Independent Living Program	HHSA
Bowen Engineering and Environmental	\$37,000	6-1-22 to 11-30-22	Building Demolition	HHSA
The Building Design Group	\$40,000	8-1-22 to 11-30-22	Architectural Design	HHSA
Bakersfield Behavioral Healthcare	\$40,000	7-1-22 to 6-30-23	Psychiatric Inpatient Services	HHSA
EJ Elite Plumbing	\$37,000	8-22-22 to 12-31-22	Sewer Line Replacement at Hall of Records	PW
Timbertech Tree Company	\$46,500	8-1-22 to 9-30-23	Brushing and Clearing on Colorado Rd.	PW
TracNet	\$53,901	7-1-22 to 6-30-23	Software Product License Agreement	SO
PA= Purchasing Agent (CAO)				
APA= Assistant Purchasing Agent (Department Head)				



MARIPOSA COUNTY

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



D.7

MEETING: September 20, 2022

TO: The Board of Supervisors

FROM: Danielle Bondshu, 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 2022.

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 9-20-22 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

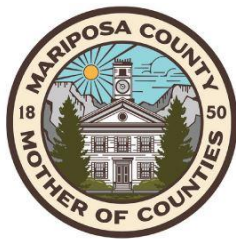
SECONDER: Marshall Long, District III Supervisor

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

BOARD REPORT ON DEPARTMENT HEAD EXECUTED CONTRACTS

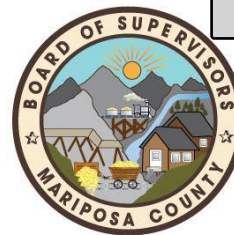
Board Agenda Item for September 20, 2022

Contractor	Amount	Term	Service	Department
PRISM	\$10,000	5-23-22 to 10-31-22	Member Agreement for Enterprise Risk Consultant Services	County Counsel
E&E Transport LLC	\$15,000	8-1-22 to 12-30-22	Trailer Transportation (Oak Fire)	HHSA
Sierra New Online	\$3,000	8-1-22 to 2-28-23	Advertisement	HHSA
American Indian Education Consultants, Inc.	\$10,000	5-1-22 to 6-30-22	Court Reports and Recommendations	HHSA
Patton Air Conditioning	\$8,822	7-1-22 to 6-30-23	Maintenance Services	HHSA
Jorgensen Company	\$2,500	9-1-21 to 6-30-22	Fire Extinguishing Services	HHSA
Matson Alarm Company	\$15,000	7-1-22 to 6-30-23	Installation & Alarm Security	HHSA
Associates Lock and Safe	\$400	8-11-22 to 12-31-22	Lock Rekey at the DA's Office	PW
YARTS	\$0	While needed	For Utilization of Park and Ride for Oak Fire Response and Recovery	PW
PA= Purchasing Agent (CAO)				
APA= Assistant Purchasing Agent (Department Head)				



MARIPOSA COUNTY

County Counsel • (209) 966-3222



RESOLUTION - ACTION REQUESTED 2022-530

MEETING: September 20, 2022

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Adopt Revised Countywide List of Pre-Approved Ergonomic Equipment

RECOMMENDATION AND JUSTIFICATION:

Adopt a Revised Countywide List of Pre-Approved Ergonomic Equipment.

This List is supplemental to the current Ergonomic Program Policy & Procedures in its pro-active approach to prevent employee discomfort and injury in the workplace.

Purchasing equipment from this List has helped minimize the risk factor exposure through appropriate design of the workplace and equipment.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On July 6, 2021, the Board adopted RES 2021-399, which established the Countywide Ergonomic Program Policy & Procedures. This resolution contained the first version of the Countywide List of Pre-Approved Ergonomic Equipment.

Since its adoption, this List has been updated to account for equipment model updates and advancements in ergonomic functionality.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Negative action will result in the Countywide List of Pre-Approved Ergonomic Equipment not reflecting current risk and ergonomic standards.

ATTACHMENTS:

List of Pre-Approved Ergonomic Equip (DOCX)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Marshall Long, District III Supervisor

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

COUNTY OF MARIPOSA

LIST OF PRE-APPROVED ERGONOMIC EQUIPMENT

CONTENTS

Monitor Arms.....	2
Monitor/ Laptop Risers	2
Sit/ Stand Solutions.....	3
Keyboard Trays.....	3
Corner Sleeve	3
Keyboards & Mouse	4
Document Holders	5
Chairs	6
Footrests	7
Headsets.....	7
Rolling Bags	7
Task Lighting.....	8

ORDERING INSTRUCTIONS

Items marked with an asterisk (*) can be purchased through Core Spaces. For orders, please contact SHAUN APPERSON Workplace Consultant | Fresno, CA | P 559.297.6400 | C 559.708.9506 | Email: Shaun@core-spaces.com

All other items are available for purchase on Amazon (hyperlinks are active- last updated 8/2022). Items may be purchased from alternative sources per item availability and purchasing agency preferences.

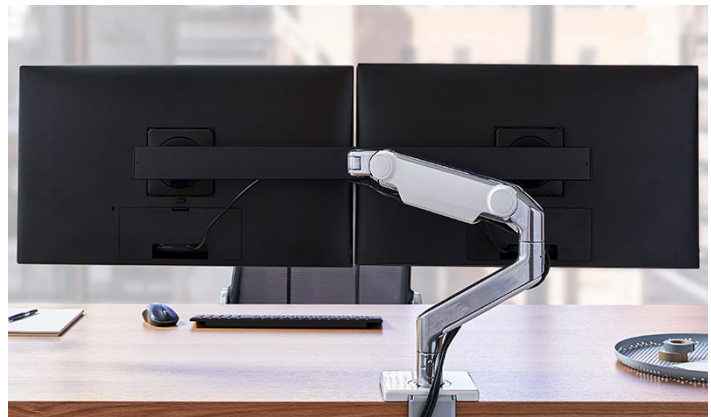
Feel free to contact Risk Management at (209)966-3222, option 3, should you have any questions.

MONITOR ARMS

*Humanscale [M2.1: Adjustable Monitor Arm \(single or dual\)](#)



*Humanscale [M8.1: Adjustable Monitor Arm \(single or dual\)](#)



*Humanscale [M2.1: M/Flex Dual Monitor Arm with Slider](#)



Mountup [Dual Monitor Stand - Freestanding & Height Adj](#)
OR Mountup [Single Monitor Stand - Freestanding & Height Adj](#)



MONITOR/ LAPTOP RISERS

VIVO [39" Dual Monitor Stand, Wood & Steel Desktop Riser](#)



Design [Adjustable Laptop Stand](#)



SIT/ STAND SOLUTIONS

*Humanscale [QuickStand Eco \(single or dual monitor\)](#)



*Humanscale [QuickStand Lite \(single or dual\)](#)



KEYBOARD TRAYS

*Humanscale [5G or 6G Keyboard Tray System](#)

Options: Standard Platform or Swivel Mouse Platform



CORNER SLEEVE

*Humanscale [DE200 or DE250 Corner Sleeve](#)

- Corner Sleeve DE200 fits desks 1" to 1.5" thick
- Corner Sleeve DE250 fits desks 1.5" to 2.5" thick



KEYBOARDS & MOUSE

Logitech [MK270 Wireless Keyboard and Mouse Bundle with Gel Wrist Pad and Gel Mouse Pad](#)

OR Logitech [K270 Wireless Keyboard Only](#)

OR Logitech [M510 Wireless Mouse Only](#)



Logitech [Ergo K860 Wireless Ergonomic Keyboard with Wrist Rest and MX Vertical Wireless Mouse](#)

OR Logitech [Ergo K860 Wireless Ergonomic Keyboard Only](#)

OR Logitech [MX Vertical Wireless Mouse Only](#)



Logitech [MK570 Wireless Wave Keyboard and Mouse Combo](#)

OR Logitech [K350 Wireless Wave Ergonomic Keyboard Only](#)



Microsoft [Sculpt Ergonomic Keyboard w/ 10-key separate](#)



Contour Designs [RollerMouse Pro3 - Ergonomic Reach-free Ambidextrous Computer Mouse](#)



Anker [2.4G Wireless Vertical Ergonomic Optical Mouse](#)



Kensington [Ergonomic Vertical Wireless Mouse \(K75575WW\)](#)



Logitech [Ergonomic M575 Wireless Trackball Mouse](#)



Razer [Pro Click Wireless Mouse: Ergonomic Form Factor](#)



DOCUMENT HOLDERS

3M [Adjustable Tilt Document Holder, In-line with Monitor](#)



StarTech [Document Holder - 7 Angle Settings, Foldable](#)



CHAIRS

*Humanscale [Liberty Task Chair \(petite & avg. user\)](#)



*Humanscale [Tall Liberty Task Chair \(8" or 10" Cylinder w/ Footring\)](#)



*Humanscale [Freedom Task Chair \(average user\)](#)



*Humanscale [Smart Plus Chair \(big & tall user\)](#)



*Office Master [Truly Series Chair](#)



FOOTRESTS

Mind Reader [Ergonomic Footrest with Pressure Relief](#)



HEADSETS

Plantronics [CS540 Wireless Headset System](#)



ROLLING BAGS

Bryant [Rolling Bag with Wheels, Fits Up to 17.3-Inch Laptop](#)



TASK LIGHTING

JOSTIC [LED Desk Lamp with Wireless Charger, USB Charging Port](#)



KableRika [LED Desk Lamp w/ Clamp, 24"W, 31.5"T](#)



*Humanscale [Element Vision LED Light Task Light](#)





MARIPOSA COUNTY

County Counsel • (209) 966-3222



D.9

MEETING: September 20, 2022

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

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

RECOMMENDATION AND JUSTIFICATION:

Accept Resignation and Recognize Sterling Cramer for His Service on the Mariposa County Safety Committee; and Appoint Wes Smith as a Management Representative to the Mariposa County Safety Committee for the Unexpired Term Ending September 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: Wayne Forsythe, District IV Supervisor

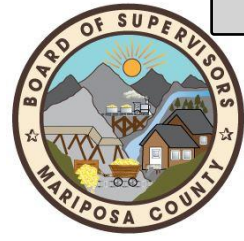
SECONDER: Marshall Long, District III Supervisor

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



MARIPOSA COUNTY

Fire • 209-966-4330



MEETING: September 20, 2022

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Accept Resignation of David Angelini/Appoint Gary Colliver as Public Member to MCFAC

RECOMMENDATION AND JUSTIFICATION:

Accept Resignation and Recognize David Angelini for His Service on the Mariposa County Fire Advisory Committee (MCFAC); and Appoint Gary Colliver as Public Member to MCFAC for a Term Expiring September 20, 2024.

The Board of Supervisors adopted Resolution No. 2019-303 forming the Mariposa County Fire Advisory Committee at their meeting on June 4, 2019.

The MCFAC membership presently includes public member seats. If appointed, Gary Colliver would join filling one of recently vacated seat of a public member. Gary has attended MCFAC meetings and has a genuine interest in bringing forth his knowledge as a Biological Planner, Resource Management Specialist/Planner for Yosemite National Park and Research Assistant then Associate at Stanford University. His past experience in research and wealth of knowledge and will bring a fresh perspective and innovative ideas to the Committee.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors approved Resolution No. 2019-415 clarifying the terms of the Mariposa County Fire Advisory Committee at their meeting of July 16, 2019.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Negative action will result in less Public Member stakeholder dialogue in the future development of County fire related work including the CWPP and not enable some potential important recommendations to inform key decision making to occur in a collaborative way.

ATTACHMENTS:

20220824_Fire Advisory Committee Application for Gary Colliver, signed (PDF)
Resignation (DOCX)

Agenda Item - No Resolution Requested 2022-93

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

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Marshall Long, District III Supervisor

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



County of Mariposa

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

(209) 966-3222

Application for Appointment to Mariposa County
BOARDS, COMMISSIONS AND COMMITTEES

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

Name of Board, Commission or Committee for which you are applying:
Fire Advisory Committee

Supervisory District in which you Reside: 4

Length of Residency in the County: 45 years+

First Name:
Gary

Last Name:
Colliver

Mailing Address:

[REDACTED] S [REDACTED]

Email Address:

[REDACTED]

Are you Over 18 Years of Age:
Yes

Employment Status: Retired in 2007

Employer's Name:

LAST: US National Park Service, Yosemite

Employer's Address:

PO Box 577, Yosemite, CA 95389

Day Telephone Number:

[REDACTED]

Cell Phone Number:

[REDACTED]

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

I have long been interested and involved in the social and environmental affairs of Mariposa County, including environmental management, planning, and compliance issues, formally and informally, and would like to continue that in these trying times after the Oak Fire and in the face of growing social and environmental challenges facing the County, the country, and the world. This committee seems like a good fit with my education and experience.

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

General Plan Technical Advisory Committee (~1978-1980)
Mariposa County Grand Jury (~1979 or 1980)
Mariposa County Planning Commission (1997-2003)
Mariposa County Recycling Committee (early 2000s after 2003)

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

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

*Education: BA, Field Biology/Ecology, CSU San Francisco (1969); MA, Interdisciplinary Studies/Human Ecology, CSU Stanislaus (1993).

*Biological Technician, USFS, Donner Summit Snow Lab (1966-1968).

*Research Assistant, then Associate, Stanford University, small mammal physiology and ecology (the latter during summers in the Hall Natural Area, Inyo National Forest; 1972-1977).

*US Park Ranger, Law Enforcement, Search & Rescue, Emergency Medicine, USNPS, Yosemite (1982-1994).

*Biological Planner, Endangered Species Recovery Program, Fresno (1994-1997)

*Resource Management Specialist/Planner, USNPS, Yosemite (1997-2007)

*During my 45+ years living in Mariposa County (Yosemite Valley, El Portal, and Mariposa), I witnessed and been exposed to and evacuated during numerous wildfires, and have walked over areas burned by both management fires and wildfires.

Since retiring, I've spent much of my time studying socio-environmental challenges, including climate change, species extinctions, biodiversity loss and ecosystem degradation, which has included some exposure to the literature on wildfire and the wildland-urban interface.

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

If Yes, please explain:

No

**Resumé
Attached:**

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

Since I'm retired, my time is very open

Do you have transportation?

Yes

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

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

Dated:

8/24/2022

Signature:

G. Collier

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Dave Angelini

Sept 1, 2022

Danielle Bondshu
Clerk of the Board

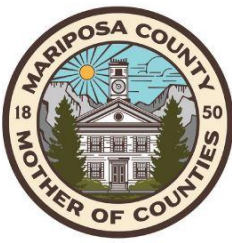
Dear MACFAC and Mariposa County BOS:

It is with regret that I tender my resignation from the MACFAC board of directors, effective immediately.

I am grateful for having had the opportunity to serve on the board of this fine organization for the past few years, and I offer my best wishes for its continued success.

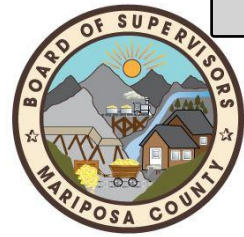
Sincerely,

Dave Angelini
Member MACFAC



MARIPOSA COUNTY

Fire • 209-966-4330



RESOLUTION - ACTION REQUESTED 2022-531

MEETING: September 20, 2022

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Mariposa County Fuel Reduction Equipment Purchase Grant

RECOMMENDATION AND JUSTIFICATION:

Approve Agreement 5GG21145 with Cal Fire in an Amount Not to Exceed \$230,141.68 for the Purchase of Attachments and Maintenance for Fuel Reduction Equipment; Approve Budget Action Increasing Revenue and Expense Recognizing Unanticipated Revenue (\$230,141); and Authorize the Board of Supervisors Chair to Sign Any Agreements or Documents Pertaining to This Grant (Subject to Approval as to Legal Form by County Counsel).

Our previous resolution was for up to \$80,000.00. After approval to apply for this grant an opportunity to add a Truck and Trailer to move equipment around was realized.

Project tracking number 21-FP-MMU-0076.

CAL FIRE in cooperation with Mariposa County Fire will be supplying masticating heads. This grant will allow Mariposa County Fire to purchase masticating heads to have complete sets of attachments that will be County owned. This will allow for options and versatility in situations of mechanical break downs, needed services or CAL FIRE attachments not available.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

12/07/2021 Board accepted approved CCI grant for the purchase of a Caterpillar 299D3 Compact Track Loader tractor and a Model 309 Mini Excavator under resolution 2021-649. The purchase of the attachments will be utilized for this equipment.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Will not submit grant. Will rely on CAL FIRE masticating attachments. May need to look for alternative purchase options to have county owned masticating attachments.

FINANCIAL IMPACT:

There is a 5% match if approved

ATTACHMENTS:

5GG21145 Agreement CCI 2022 (PDF)

Budget Items (PDF)
13355 - budget action (PDF)

RESULT: ADOPTED AS AMENDED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Marshall Long, District III Supervisor

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

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

P.O. Box 944246
 SACRAMENTO, CA 94244-2460
 (916) 653-7772
 Website: www.fire.ca.gov



August 30, 2022

Mike van Loben Sels
 Mariposa County Fire Department
 PO Box 162
 Mariposa, CA 95338

5GG21145; Mariposa County Fire Department, "Mariposa County Fuel Reduction Equipment Purchase"

This Agreement cannot be considered binding on either party until approved by appropriate authorized CAL FIRE designee. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. FAILURE TO RETURN ALL DOCUMENTS BY DATE BELOW MAY RESULT IN LOSS OF FUNDING.

Please contact Mike Keyser at (559) 706-8824 if you have questions concerning services to be performed.

1. ☒ Full grant agreement including terms and conditions, project grant application form, scope of work, budget, map, and other exhibits enclosed. Please sign, scan, and return the agreement to Satoshi Okuno at Satoshi.Okuno@fire.ca.gov no later than **September 29, 2022**.

Alternatively, you may opt to print (single sided), sign in blue ink, and return the agreement with original signature to:
 CAL FIRE

Attn: Grants Management Unit/FP Grants
 P.O. Box 944246
 Sacramento, CA 94244-2460

In order to expedite your agreement, a scanned/electronic signature copy of the agreement is preferred.

2. ☐ Enclosed for your record is one fully executed copy of the agreement referenced above. When billing for services performed under this agreement, your invoices must reference the agreement number above and be submitted to the contract manager.

Thank you,

Satoshi Okuno
 Grants Analyst
 Grants Management Unit

CC: Mike Keyser
 Southern Region Grants
 Tiffany Kelly

Enclosures

Attachment: 5GG21145 Agreement CCI 2022 (RES-2022-531 : Mariposa County Fuel Reduction Equipment Purchase Grant)

State of California
Department of Forestry and Fire Protection (CAL FIRE)
Office of the State Fire Marshal
GRANT AGREEMENT

APPLICANT: Mariposa County Fire Department
PROJECT TITLE: Mariposa County Fuel Reduction Equipment Purchase
GRANT AGREEMENT: 5GG21145

PROJECT PERFORMANCE PERIOD is from date of latter signature by CAL FIRE Deputy Director or Grantee through March 15, 2026.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

PROJECT DESCRIPTION: The Mariposa County Fuel Reduction Equipment Purchase project will purchase supporting equipment for the fuel modification equipment purchased under FY20-21 Fire Prevention Grant award 5GG20157 that is clearing vegetation and creating/maintaining new and existing fuel breaks in throughout Mariposa County. The project zone is 443,613 acres. The project area is 4,900 acres with approximately 5,000 habitable structures.

Total State Grant not to exceed **\$ 230,141.68** (or project costs, whichever is less).

**The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

Mariposa County Fire Department

**STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION**

Applicant

By

Signature of Authorized Representative

By

Title

Title: **Daniel Berlant, Deputy Director**

Date

Date

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER 5GG21145	PO ID	SUPPLIER ID 0000123379
FUND 3228	FUND NAME Greenhouse Gas Reduction Fund	
PROJECT ID N/A	ACTIVITY ID N/A	AMOUNT OF ESTIMATE FUNDING \$ 230,141.68
GL UNIT N/A	BUD REF 101	ADJ. INCREASING ENCUMBRANCE \$ 0.00
PROGRAM NUMBER 2470010	ENY 2021	ADJ. DECREASING ENCUMBRANCE \$ 0.00
ACCOUNT 5340580	ALT ACCOUNT 5340580000	UNENCUMBERED BALANCE \$ 230,141.68
REPORTING STRUCTURE 35405909	SERVICE LOCATION 96190	

Acknowledged - I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

Certification of CAL FIRE Accounting Officer

Date

GRANT NUMBER 5GG21145
Mariposa County Fire Department
Mariposa County Fuel Reduction Equipment Purchase

TERMS AND CONDITIONS OF GRANT AGREEMENT

I. RECITALS

1. This Agreement, is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as "STATE" and, Mariposa County Fire Department, hereinafter referred to as "GRANTEE".
2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed Two Hundred Thirty Thousand, One Hundred Forty One Dollars, Sixty Eight Cents (**\$230,141.68**).
3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.
 - a. California Climate Investments Department of Forestry and Fire Protection Fire Prevention Program Procedural Guide FY 2020-2021 and FY 2021-2022
 - b. The submitted Application, Scope of Work, Project Budget Workbook, GHG Emissions Workbook and Exhibits
 - c. ADDENDUM – CALIFORNIA CLIMATE INVESTMENTS (CCI) GRANT PROJECTS

II. SPECIAL PROVISIONS

1. Recipients of GRANT FUNDS pursuant to California Public Resources Code Section 4124.5 shall abide by the provisions in this Agreement. This includes the requirement that work shall not commence prior to the execution of this Agreement by both parties. Any work started prior to the execution of this Agreement will not be eligible for funding under the terms of this Agreement.
2. As precedent to the State's obligation to provide funding, GRANTEE shall provide to the STATE for review and approval a detailed budget, specifications, and project description. Approval by the STATE of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work, and shall not relieve GRANTEE of the obligation to carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
3. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California's natural environment produced with the use of GRANT FUNDS shall be available for public use.

GRANT NUMBER 5GG21145
Mariposa County Fire Department
Mariposa County Fuel Reduction Equipment Purchase

III. GENERAL PROVISIONS

1. Definitions

- a. The term "Agreement" means grant agreement number 5GG21145.
- b. The term "GRANT FUNDS" means the money provided by the STATE to the GRANTEE in this Agreement.
- c. The term "GRANTEE" means an applicant who has a signed Agreement for the award for GRANT FUNDS.
- d. The term "Other Sources of Funds" means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.
- e. The term "STATE" means the State of California, Department of Forestry and Fire Protection (CAL FIRE).
- f. The term "Project" means the development or other activity described in the "Project Scope of Work".
- g. The term "Project Budget Detail" as used herein defines the approved budget plan.
- h. The term "Project Scope of Work" as used herein means the individual scope of work describing in detail the approved tasks.

GRANT NUMBER 5GG21145
Mariposa County Fire Department
Mariposa County Fuel Reduction Equipment Purchase

2. Project Representatives

The project representatives during the term of the agreement will be:

STATE: CAL FIRE	GRANTEE: Mariposa County Fire Department
Section/Unit: MMU - Madera	Section/Unit: N/A
Attention: Mike Keyser	Attention: Mike van Loben Sels
Mailing Address: 3566 Highway 49 North Mariposa, CA 95338	Mailing Address: PO Box 162 Mariposa, CA 95338
Phone Number: (559) 706-8824	Phone Number: (209) 966-4330
Email Address: michael.keyser@fire.ca.gov	Email Address: chris.bernard@fire.ca.gov

Changes to the project representatives during the term of the agreement shall be made in writing. Notice shall be sent to the above representative for all notice provisions of this Agreement.

3. Project Execution

- a. Subject to the availability of grant monies, the STATE hereby grants to the GRANTEE a sum of money (GRANT FUNDS) not to exceed the amount stated on Section I. RECITALS, Paragraph 2 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
- b. GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any amendment to the Project as set forth in the Application on file with the STATE must be submitted to the STATE for approval in writing. No amendment is allowed until written approval is given by the STATE.
- c. GRANTEE shall complete the Project in accordance with the time of Project performance set forth in this Agreement, unless an amendment has been approved and signed by the STATE under the terms and conditions of this Agreement. Amendments must be requested in advance and will be considered in the event of circumstances beyond the control of the GRANTEE, but in no event less than 90 days from the Agreement expiration date and in no event less than 60 days before the effective date of the amendment. Approval of amendment is at the STATE's discretion.

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- d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.
- e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within one (1) year from start date of the Agreement. The start date is considered the latter date of signature by the Grantee Authorized Representative or CAL FIRE Deputy Director. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and marking property or project boundaries, contacting and signing up landowners, etc.).
- f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
- g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE. No person who, as an officer, employee, or agent of the state participated in the preparation or creation of or determination to award this Grant Agreement shall serve as an agent or employee of GRANTEE including but not limited to those acts prohibited by Government Code Sections 1090, and 87100.

4. Project Costs and Payment Documentation

- a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.
- b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates specified herein,

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which is attached hereto, as Final Project Budget Detail, and made a part of this Agreement.

- c. Equipment purchased using GRANT FUNDS, wholly or in part, must be used by the GRANTEE for the project which it was acquired. STATE retains a vested interest in the equipment for the useful life of the equipment, even after completion of the grant. GRANTEE shall provide written disposition of the equipment upon completion of the grant and upon any changes to the disposition of the equipment. Such disposition must be approved in advance by STATE. Equipment purchased using GRANT FUNDS cannot be used as collateral, financed, or sold without prior written approval from the STATE.
- d. GRANTEE shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), appropriate supporting documentation, project progress reports, and the signature of an authorized representative of GRANTEE as detailed in the Invoice Guidelines of the California Climate Investments Department of Forestry and Fire Protection Fire Prevention Program Procedural Guide FY 2020-2021 and FY2021-2022.
- e. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project performance period of this Agreement.
- f. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Project Budget Detail approved by the STATE. The dollar amount of an item in the Project Budget Detail may be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from another item or items, without approval by the STATE; however, GRANTEE shall notify the STATE in writing in project progress reports when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget item must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.
- g. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.

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- h. GRANTEE shall submit each invoice for payment electronically to both the appropriate CAL FIRE Project Representative as identified in Item 2 and Southern Region Email Address (SouthernRegionGrants@fire.ca.gov). Hard copy submissions will not be accepted.
- i. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment from the grant awarded to the GRANTEE if GRANTEE is a nonprofit organization, a local agency, a special district, a private forest landowner or a Native American tribe. Advance payment made by the STATE shall be subject to the following provisions.
 - GRANTEE shall submit a written request identifying how funds will be used over a six-month period. The written request must be accompanied by an invoice that contains the same level of detail as a regular invoice.
 - GRANTEE shall file an accountability report with STATE four months from the date of receiving the funds and every four months thereafter.
 - Multiple advance payments may be made to a GRANTEE over the life of a project.
 - No single advance payment shall exceed 25% of the total grant amount and must be spent on eligible costs within six months of the advance payment request. GRANTEE may request additional time to spend advance funds but must be approved in writing by the STATE. The balance of unspent advance payment funds not liquidated within the six-month spending period will be billed for the return of advanced funds to the STATE.
 - All work under a previous advance payment must be fully liquidated via an invoice and supporting documentation and completed to the STATE's satisfaction before another advance payment will be made.
 - Any advance payment received by a GRANTEE and not used for project eligible costs shall be returned to CAL FIRE. The amount will be returned to the grant balance.
 - Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and used toward offsetting the project cost or returned to the STATE.

5. Budget Contingency Clause

- a. If STATE funding for any fiscal year is reduced or deleted for purposes of the Fire Prevention Program California Climate Investments Grant Program, the STATE shall have the option to either cancel this Agreement

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with no liability occurring to the STATE, or if possible and desirable, offer an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.

6. Project Administration

- a. GRANTEE shall provide the STATE a written report showing total final Project expenditures and matching funds upon Project completion or grant expiration, whichever occurs first. GRANTEE must report to the STATE all sources of other funds for the Project. If this provision is deemed to be violated, the STATE will request an audit of GRANTEE and can delay the disbursement of funds until the matter is resolved.
- b. GRANTEE shall promptly submit written Project reports as the STATE may request throughout the term of this Agreement.
- c. GRANTEE shall submit a final accomplishment report, final invoice with associated supporting documentation, and copies of materials developed using GRANT FUNDS, including but not limited to plans, educational materials, etc. within 30 days of Project completion.

7. Financial Records

- a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit occurs, all such records shall be retained for one (1) year from the date is audit is completed or the three (3) years, whichever date is later.
- b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.
- c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.
- d. GRANTEE shall use any generally accepted accounting system.

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8. Research

- a. GRANTEE that receives funding, in whole or in part, in the form of a research grant shall provide for free public access to any publication of a peer-reviewed manuscript describing STATE funded knowledge, STATE funded invention, or STATE funded technology shall be subject to the following conditions:
 - i. GRANTEE is responsible for ensuring that any publishing or copyright agreements concerning peer-reviewed manuscripts fully comply with this section
 - ii. GRANTEE shall report to STATE the final disposition of the peer-reviewed manuscript, including, but not limited to, if it was published, date of publication, where it was published, and, when the 12-month time period from official date of publication expires, where the peer-reviewed manuscript will be available for open access.
- b. For a peer-reviewed manuscript that is accepted for publication pursuant to the terms and conditions of this Agreement, the GRANTEE shall ensure that an electronic version of the peer-reviewed manuscript is available to STATE and on an appropriate publicly accessible repository approved by the state agency, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, the California State University's ScholarWorks at the Systemwide Digital Library, or PubMed Central, to be made publicly available not later than 12 months after the official date of publication. GRANTEE shall make reasonable efforts to comply with this requirement by ensuring that the peer-reviewed manuscript is accessible on an approved publicly accessible repository, including notifying the state agency that the manuscript is available on a state-agency-approved repository. If the grantee is unable to ensure that his or her manuscript is accessible on an approved, publicly accessible repository, the grantee may comply by providing the manuscript to the state agency not later than 12 months after the official date of publication.
- c. For publications other than those described in (b), including scientific meeting abstracts, GRANTEE shall comply by providing the manuscript to the STATE not later than 12 months after the official date of publication.
- d. The grant shall not be construed to authorize use of a peer-reviewed manuscript that would constitute an infringement of copyright under the federal copyright law described in Section 101 of Title 17 of the United States Code and following.
- e. Use of GRANT FUNDS for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution are

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allowable costs but must be within the GRANT FUNDS and item 4 of the agreement.

- f. GRANTEE may request a waiver to the publication requirement if GRANTEE has an existing publication requirement that meets or exceeds the requirements of the research provision. Waiver shall include information on GRANTEE's existing requirements. Approval of the waiver is at STATE's discretion.

9. Project Termination

- a. This Agreement may be terminated by the STATE or GRANTEE upon 30-days written notice to the other party.
- b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further costs to the STATE under the Agreement and the STATE shall be responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
- c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.
- d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE. At the discretion of the STATE, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
- e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.

10. Hold Harmless

- a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This

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Agreement supersedes GRANTEE's right as a public entity to indemnity (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.

- b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.
- c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.

11. Tort Claims

FEDERAL:

The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

STATE:

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California employees while acting within the scope of his or her employment, arising out of this Agreement.

12. Nondiscrimination

The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. GRANTEE shall not discriminate against any person on any of these bases.

13. Conflict of Interest

GRANTEE or anyone acting on behalf of GRANTEE shall not have any conflicting personal and/or financial interests in carrying out the duties of the Agreement.

14. Incorporation

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Mariposa County Fuel Reduction Equipment Purchase

The grant guidelines and the Project Scope of Work, Project Budget Detail and any subsequent amendments or modifications to the Project Scope of Work and Project Budget Detail approved in writing by the STATE are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

15. Severability

If any provision of this Agreement or the Project Scope of Work thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

16. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

17. Assignment

This Agreement is not assignable by GRANTEE either in whole or in part.

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ADDENDUM – CALIFORNIA CLIMATE INVESTMENTS (CCI) GRANT PROJECTS

I. SPECIAL PROVISIONS

1. Grant funds shall be used on projects with the primary goal of reducing greenhouse gases (GHGs) and furthering the purposes of California's Global Warming Solutions Act of 2006, Division 25.5 (commencing with Section 38500) of the Health and Safety Code, and related statutes.
2. Grant funds shall be used on projects limited to specific activities as described in CCI Grants Procedural Guides.
3. Grantee shall report project and benefits information when requested by the State. This may include, but is not limited to, funding expended, acres treated, GHG emissions, trees planted, disadvantaged community benefits, energy/water savings, job creation, and other co-benefits.
4. Grantee shall maintain accurate and detailed records documenting project description, project location, and schedule, CCI dollars allocated, and leveraged funds throughout the duration of the project.
5. Failure of Grantee to meet the agreed upon terms of achieving required GHG reduction may result in project termination and recovery of funds.

II. MONITORING AND REPORTING REQUIREMENTS

All funds expended through CCI are subject to emissions reporting and requirements. Grantee is expected to provide the appropriate materials for completing program quantification methodology. Grantee shall use the current reporting template provided by the STATE. The reporting shall be submitted to the STATE no less frequently than quarterly. In addition, STATE may request additional information in order to meet current CARB reporting requirements. The requirements are available on the CARB CCI Quantification, Benefits and Reporting Materials webpage:

<https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials>.

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III. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

1. All projects funded both fully and partially by the GGRF must clearly display, identify and label themselves as being part of the “California Climate Investments” program. The acknowledgement must contain the California Climate Investments and CAL FIRE logos as well as the following statement:

“Funding for this project provided by the California Department of Forestry and Fire Protection’s Fire Prevention Program as part of the California Climate Investments Program.”

A draft of the acknowledgement must be approved by the STATE prior to publication. For stationary projects, acknowledgement may include, but is not limited to, a sign on the project site. For other project types, such as vehicles, equipment, and consumer-based incentives, acknowledgement is encouraged by using a decal, sticker or other signage.

Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at:
www.caclimateinvestments.ca.gov/logo-graphics-request.

2. In addition, all projects funded both fully and partially by GGRF must contain the following statement in public announcements or press releases on said projects:

“Mariposa County Fuel Reduction Equipment Purchase, is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment– particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov.”

California Department of Forestry and Fire Protection (CALFIRE)
 California Climate Investments
 Fire Prevention Program Grant Application
 Fiscal Year 2021-22 Funding Opportunity



Please request a Project Tracking # for each separate application by following the instructions in the 2021-22 [California Climate Investments](#) (CCI) Grant Guidelines on the [Fire Prevention Grants Web Page](#). Submit the application and all supporting materials to the SharePoint folder assigned to your tracking number **no later than 3:00pm PT on February 9, 2022**. Up to \$120 million is being allocated to CAL FIRE's Fire Prevention Grants Program in Fiscal Year 2021-2022 from the CCI Greenhouse Gas Reduction Fund (GGRF) and General Fund.

Please note: Items marked in red are required.

1. Project Tracking #: 21-FP-MMU-0076

Project Name/Title: Mariposa County Fuel Reduction Equipment Purchase

County: Mariposa

CAL FIRE Unit/Contract County: MMU - Madera-Mariposa-Merced Unit

(Please use this 3-letter Unit Identifier for file naming. See item 14.)

CalMAPPER ID:

(If you have an existing CalMAPPER ID related to the project please supply it in the appropriate box. If you do not have an existing CalMapper ID, it is **NOT required**.)

2. Organization Type: County ☒ If Other, please specify:

If Non-Profit, are you a registered 501(c)(3)? ☐ Yes ☒ No

3. Sponsoring Organization: Mariposa County Fire Department

Project Manager Title: Fire Chief

First Name: Mike

Last Name: van Loben Sels

Address Line 1: PO Box 162

Address Line 2:

City: Mariposa

State: California

Zip Code: 95338

Phone Number: (209) 966-4330

Secondary Phone Number:

Email Address: chris.bernard@fire.ca.gov

Fax Number:

Tracking #: 21-FP-MMU-0076

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Project Name: Mariposa County Fuel Reduction Equipment Purchase

4. For which primary activity is funding being requested? Hazardous Fuels Reduction

5. Project Completion Date: 03/15/2024

If your project is expected to be completed earlier than March 15, 2026, please include a date here. Otherwise, leave blank. Please use MM/DD/YYYY format.

6. **Timber Harvest Plans:** For fuel reduction projects, is there a timber harvesting document on any portion of the proposed project area for which a "Notice of Completion" has not been filed with CAL FIRE?

☐ If checked, provide the THP identification number and describe the relationship to the project in the attached Scope of Work document.

THP ID Number:

7. **Community at Risk:** Is the project associated with a community that is listed as a Community at Risk? See the list of [Communities at Risk](#) on the Office of the State Fire Marshal web page.

☒ Yes

☐ No

Number of Communities in the project area: 15

8. **Disadvantaged/Low Income Community:** Is the project associated with a low-income community that is listed as a Community at Risk? See the information on [Priority Population Investments](#) on the California Air Resources Board web page.

☒ Yes

☐ No

If Yes, select all that applies:

☐ Disadvantaged

☒ Low Income

☐ Both

☐ Buffer Zone

Tracking #: 21-FP-MMU-0076

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Project Name: Mariposa County Fuel Reduction Equipment Purchase

9. Federal Responsibility Area: Does your project/activity include work on Federal Lands that might require a National Environmental Policy Act (NEPA) document, or use a framework similar to Good Neighbor Authority?

☐ Yes

☒ No

If Yes, please select all that apply:

☐ Good Neighbor Authority

☐ National Environmental Policy Act

Does your project/activity include work on Tribal Lands:

☐ Yes

☒ No

If yes, how many acres?

10. Project Area Statistics: For all projects, provide an estimate of the Project Influence Zone (PIZ) acres and the Treatment Influence Zone (TIZ) acres.

PIZ - The Project influence Zone (PIZ) is the broad geographic area encompassing the neighborhoods or communities that the grant proposal is designed to protect with fuel reductions, public education, or planning activities. This can be the sum of all treatment areas or could include a buffer area around the planning/public education target. Please keep the PIZ from encompassing an overly large area, unless benefits are clearly defined in the Scope-of-Work.

TIZ - Treatments are areas within a PIZ, where on-the-ground activities are accomplished (e.g. hazard fuel reductions, shaded fuel breaks, masticating, etc.). There can be multiple discrete Treatment areas associated with a PIZ. Some projects (e.g. Planning & Public Education) may NOT have treatment areas.

	LRA	FRA	SRA
Project Influence Zone (PIZ)	200.00	200.00	9,700.00
Treatment Influence Zone (TIZ)			600.00

Tracking #: 21-FP-MMU-0076

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Project Name: Mariposa County Fuel Reduction Equipment Purchase

11. Project Budget: Please include a discussion of the project budget in the Scope of Work and enter the total Amount of award requested below.

Budget Item	Amount
Grant Funding Requested (\$)	\$230,141.68

12. CEQA Compliance: Describe how compliance with the California Environmental Quality Act (CEQA) will be achieved in the Scope of Work. Is there an existing (CEQA) document that addresses this project or can be used to meet CEQA requirements?

Please indicate the CEQA document type (For planning, education and other projects that are exempt from CEQA, select "Not Applicable"):

Not Applicable

Document Identification Number:

13. Have you applied for or received any other CAL FIRE Grants for this project?

☒ Yes

☐ No

If yes, please identify the other CAL FIRE grant program and how the additional grant will be or is being applied to this project.

21-FP-MMU-0036 (Previous Grant)

The CAL FIRE Prevention Grant was awarded last year for the amount of \$267,842.00. This Grant is being used to purchase a Caterpillar 299D2XHP Compact Track Loader and a Caterpillar 309 Excavator. Both pieces of equipment are going to be used for Fuel Reduction within Mariposa County. The additional grant in which we are currently applying for will be used to purchase attachment heads for both the Caterpillar 299D2XHP Compact Track Loader and the Caterpillar 309 Excavator. Purchasing these attachments will help Fuel Reduction Projects in Mariposa County.

Tracking #: 21-FP-MMU-0076

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Project Name: Mariposa County Fuel Reduction Equipment Purchase

14. Application Submission:

Note to Applicant: If you modify the language contained in any part of this document, other than to fill in the blanks or to provide requested information, your application **will be rejected**.

Use the table below as a tool to make sure you have all documents ready prior to submitting the application.

Replace "XXXX" in the file name with the project's ID Number. Replace "UUU" in the file name with the 3-letter identifier for the Unit where the project is located. Unit identifiers are listed in the instructions for this application form.

Attachments	File Name
☒ Application Form (.pdf)	21-FP-MMU-0076-Application.pdf
☒ Scope of Work (.doc)	21-FP-MMU-0076-SOW.doc
☒ Project Budget (.xls)	21-FP-MMU-0076Budget.xls
☒ Project Map (.pdf)	21-FP-MMU-0076-MAP.pdf
☐ Articles of Incorporation (.pdf) - Applies to Non-Profits only	
☒ Mapping	Create a Geo Point & Polygon web link

I certify that the above and attached information is true and correct:


Original Signature Required: Grantee's Authorized Representative

02/09/2022

Date Signed

Mike van Loben Sels

Printed Name

MMU Unit Chief

Title

Executed on: 02/09/2022

Date

at

Mariposa

City

Please fill out this form completely. Be sure to save a copy of this form and all attachments for your records. Submit the application and all supporting materials to the SharePoint folder assigned to your tracking number **no later than 3:00pm PT on February 9, 2022**. Please submit the documents as early as possible to avoid unanticipated issues. **Applications submitted or modified in the SharePoint folder after this date will be considered late.** Access to SharePoint after the due date may be revoked.

Tracking #: 21-FP-MMU-0076

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Project Name: Mariposa County Fuel Reduction Equipment Purchase



California Department of Forestry and Fire Protection
(CAL FIRE) California Climate Investments
Fire Prevention Grants Program
Project Scope of Work



D.11.a

Project Name: Mariposa County Fuel Reduction Equipment Purchase

Project Tracking Number: 21-FP-MMU-0076

Project Description Summary: Please provide a paragraph summarizing proposed project including the location, habitable structures, acres treated, etc. (Please type in blank space below. Please note there is no space limitations).

Response: The project proposed by the Mariposa County Fire Department will take place under the Hazardous Fuels Reduction category and primarily consist of the purchase of supporting equipment for the fuel modification equipment purchased under the Mariposa County Fire's previous FY20-21 Fire Prevention Grant award (#20-FP-MMU-036) that is being used for vegetation clearance and creation/maintenance of new and existing fuel breaks in strategic locations throughout Mariposa County. Specific equipment to purchase under this current project includes the following:

- One Trailer – Trailmax by Valor 20 GTS \$45,000.00 planned use for hauling the excavator and track loader purchased under the previous Fire Prevention Grant
- One (1) 2022 Ford F550 pickup truck/tow vehicle – Vehicle to be used to tow the new trailer and tractors to project sites
- One Better Built 100 gallon Diesel transfer tank with pump to fuel equipment
- Equipment Items to outfit Compact Track Loader Tractor (purchased with previous grant):
 - Caterpillar HM 418 XE/XHP, BL Mulcher
- Equipment Items to outfit Excavator Tractor (purchased with previous grant):
 - Kit, Case Drain, MHE 7-10T NG
 - Caterpillar HM210 Mulcher

The truck, trailer and transfer tank will be used as supporting vehicles to haul, transport, and fuel the tractors and equipment to specific project sites to be used in the construction and maintenance of strategic fuel breaks and treatments throughout Mariposa County, particularly the wildland urban interface (WUI)

Attachment: 5GG21145 Agreement CCI 2022 (RES-2022-531 : Mariposa County Fuel Reduction Equipment Purchase Grant)

areas in the Sierra Nevada foothill and mountains in the eastern half of the county. Individual projects currently exist in isolated areas around communities and population centers along favorable terrain features in the WUI regions. The vehicle, trailers, and additional equipment requested in this project will provide support to the tractors purchased under the previous grant to mechanically treat regrowth and tree mortality that has occurred within the footprint of numerous smaller projects protecting the previous investment of public dollars by maintaining these strategic fire defense systems constructed by the Mariposa County Fire Department and CAL FIRE Madera-Mariposa-Merced Unit. The overall project area encompasses the State Responsibility Area (SRA) in Mariposa County (443,613 acres).

The overall project area encompasses the State Responsibility Area (SRA) in Mariposa County (443,613 acres). Existing/projected fuels projects cumulatively total approximately 4,900 acres and benefit approximately 5,000 habitable structures.

Individual projects exist in isolated areas around communities and population centers along favorable terrain features. This equipment will mechanically treat regrowth and tree mortality that has occurred within the footprint of numerous projects protecting the previous investment of public dollars by maintaining strategic fire defense systems constructed by the Mariposa County Fire Safe Council, US Forest Service, Bureau of Land Management, Mariposa County Fire and CAL FIRE Madera-Mariposa-Merced Unit.

A. Scope of Work

This item is broken into project specific criteria depending on the type of project being proposed: Wildfire Prevention Planning, Wildfire Prevention Education or Hazardous Fuels Reduction. Please **answer one section of questions** that pertain to the primary activity type for your project.

Section 1: Hazardous Fuels Reduction

1. Describe the geographic scope of the project, including an estimate of the number of habitable structures and the names of the general communities that will benefit.

The geographic scope of this project is approximately 4,900 acres of private and public lands within the SRA throughout Mariposa County. The project protects Priority Landscapes and Vulnerable and Low-Income communities (See maps in 20-FP-MMU-0036-Maps). Many of the existing fuel breaks need maintenance and retreatment. These fuel breaks include Grist Fuel Break (102 Acres); Starchman Fuel Break (33 Acres); El Portal Fuel Break (494 Acres); Boyer Road Fuel Break (107 Acres); Greeley Hill Fuel Reduction (2412 Acres); Lushmeadows Fuel Break (196 Acres); Stumpfield Mountain Fuel Break (706 Acres); Penon Blanco Road (47

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Acres); Mount Bullion Ridge (274 Acres); Chamberlian Bear Creek Fuel Reduction Project Tracking Number: 20-FP-MMU-0036 2 Project (300 Acres); Foran Fuel Reduction Project (65 Acres); Timbrush Fuel Break (149 acres). Reducing fuels around the High Fire Severity Risk communities of Bootjack, Coulterville, El Portal, Fish Camp, Foresta, Greeley Hill, Hunters Valley, Jerseydale, Lush Meadows, Mariposa, Midpines, Mormon Bar, Ponderosa Basin, Wawona, Yosemite Village, and Yosemite West will protect assets at risk, as well as providing increased protection to approximately 5,000 residential housing units in the County

2. Describe the goals, objectives, and expected outcomes of the project.

Project goals are to purchase Attachment Heads and Tools for a Compact Track Loader Cat 299D3 and Mini Excavator as well as a Truck, Trailer, and fuel transfer tank to pull and fuel the Loader and Excavator to different fuel breaks as needed. The truck in trailer can also be used to haul dead logs cut in twenty lengths to the local landfill where they can be shredded into mulch or chipped. If the proposed Biomass Facility for Mariposa County comes online the logs will be hauled there. These units will be used to maintain approximately 512 acres annually of existing strategic fuel breaks and treatments, remove tree mortality debris and logs from existing fuel breaks and treatments and along roadways throughout Mariposa County. Expected outcomes are reducing the threat of catastrophic wildfire by reducing fuel loading, fuel ladders, and dead and dying trees that contribute to high severity wildfire. Another expected outcome is increased ability to protect communities from wildfire.

3. Provide a clear rationale for how the proposed project will reduce the risks associated with wildfire to habitable structures.

Removal of regrowth from existing fuel breaks and treatments that have been created in strategic locations to protect WUI communities in the last 10 to 15 years will reduce the buildup of fuels and eliminate fuel ladders, so that wildfires that do start will burn with less fireline intensities, lower flame lengths, and reduced crown fire potential from increased crown spacing. This will increase initial attack success, reducing the number of extended or major wildland fires.

4. Identify any additional assets at risk to wildfire that will benefit from the proposed project. These may include, but are not tied to, domestic and municipal water supplies, power lines, communication facilities and community centers.

Improvements within the project footprint and Project Influence Zone that will benefit from mechanical treatments of fuels are public infrastructure such hospitals, clinics, schools, and community centers that provide key services in this rural county with a population of less than 18,000 residents. Critical powerlines and substations, and radio and cellular communications towers will also be protected, as well as

Project Tracking Number: 21-FP-MMU-0076

evacuation routes for the public and ingress/egress for first responders using roadways that have been treated. Additionally, this equipment will allow us to provide additional protection against the high number of roadside ignitions that occur in Mariposa County.

5. How will the project/activity utilize the left-over woody biomass? Will the project/activity use a biomass facility to reduce greater greenhouse gas emissions?

This project will allow us to masticate material and leave woody biomass onsite which will inhibit regrowth and keep weeds down. There is currently a small-scale biomass plant planned for Mariposa County which will be utilized if it comes online within the grant period.

Section 2: Wildfire Prevention Planning

1. Describe the geographic scope of the project, including the communities that will benefit, and an estimate of the number of structures within the project area.
2. Describe how the project will assess the risks to residents, structures and prioritize projects to reduce this risk over time.
3. Does the proposed plan add or build upon previous wildfire prevention planning efforts in the general project area?
4. Identify a diverse group of key stakeholders, including local, state, and federal officials where appropriate, to collaborate with during the planning process. Discuss how the project proponent plans to engage with these targeted stakeholders.
5. Describe the pathways for community involvement that will be incorporated in the planning process.

Section 3: Wildfire Prevention Education

1. Describe the specific message of the education program and how it relates to reducing the risk of wildfire to owners of structures.
2. Describe the target audience of the education program and how information will be distributed to this audience.
3. Will the education program raise the awareness of homeowner responsibilities of living in a fire prone environment?

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4. Identify specific actions being advocated in the education material that is expected to increase the preparedness of residents and structures for wildfire.
5. Describe the expected outcome of the education in terms of increased or changed public awareness about wildfire.

Answer only 1 set of questions from above, depending on your project: Hazardous Fuels Reduction, Wildfire Prevention Planning or Wildfire Prevention Education. (Please type in blank space below. Please note there is no space limitations).

B. Degree of Risk

1. Discuss the location of the project in relation to areas of moderate, high, or very high fire hazard severity zone as identified by the latest Fire and Resource Assessment Program maps. Fire hazard severity zone maps by county can be accessed at: http://www.fire.ca.gov/fire_prevention/fire_prevention_wildland_zones_maps.php

Approximately half of the land area in Mariposa County is National Park or National Forest. It is mountainous, forested terrain with small communities scattered throughout. Please see attached CAL FIRE Priority Landscapes – Wildfire Risk to Communities Risk map, which shows 15 communities at High and Very High risk of wildfire.

2. Describe the geographic proximity of the project to structures at risk to damage from wildfire. (Please type in blank space below. Please note there is no space limitations).

Equipment purchased with this grant would be used to maintain and improve existing strategic fuel breaks and treatments designed to protect communities in the WUI, and to create and maintain additional fuel breaks and treatments. A large proportion of Mariposa County's approximately 18,000 residents live in the WUI and are a high and very high risk of wildfire.

C. Community Support

1. Does the project include any matching funds from other funding sources or any in-kind contributions that are expected to extend the impact of the proposed project?

All Mariposa County Fire Department staff time and administration expense (indirect costs) are being included for this equipment purchase, which is minimal.

Project Tracking Number: 21-FP-MMU-0076

2. Describe plans for external communications during the life of the project to keep the effected community informed about the goals, objectives, and progress of the project. Activities such as planned press releases, project signage, community meetings, and field tours are encouraged.

The Mariposa County Board of Supervisors formed a Fire Advisory Committee, chaired by Mariposa County Fire, with published agendas and public meetings, as well as regular updates at Board of Supervisors meetings, to keep the public informed about fire prevention efforts. This grant, if awarded, and the work facilitated by this equipment will be a part of regular communication with the Board of Supervisors and the public. Appropriate decals and acknowledgement of CAL FIRE funding will be applied to the equipment and visible to the public. We have received letters of support from the Mariposa County Fire Advisory Committee.

3. Describe any plans to maintain the project after the grant period has ended.

It is the long-term goal of the Mariposa County Fire Department to continue to use this equipment once the grant period ends. Mariposa County Fire Department intends to coordinate with the Fire Safe Councils, CAL FIRE and others to use this equipment to maintain the network of fuel breaks/treatments that have been constructed and to develop new projects as they are identified and funded in the future.

4. Does the proposed project work with other organizations or agencies to address fire hazard reduction at the landscape level?
(Please type in blank space below. Please note there is no space limitations).

Mariposa County Fire Department is a key partner and stakeholder in the construction of strategic fire defense systems and has a demonstrated history of being a leader in fuels reduction work in the county. We work with the Board appointed members of the Fire Advisory Committee, as well as other stakeholder groups and agencies to address fire hazard reduction at the landscape level. We will continue to engage with all stakeholder to reduce the risk and severity of wildfire, protect infrastructure and assets at risk, and defend the WUI and population centers.

D. Project Implementation

1. Discuss the anticipated timeline for the project. Make sure to take seasonal restrictions into account.

We expect to purchase this equipment within one month of grant award and begin work immediately. The equipment will be used annually for approximately eight

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months (excluding four months of peak fire season due to high fire danger) as conditions allow.

2. Verify the expected time frames to complete the project will fall under the required completion dates depending on the source of the funds awarded.

We expect that the equipment will be used through March 15, 2024 and beyond the grant period of performance

3. Using bullets, list the milestones that will be used to measure the progress of the project.

- Prioritization and identification of areas needing treatment annually
- Mobilization, completion of treated areas
- GPS mapping of the treatments
- Entry into CALMAPPER and unit GIS database

4. Using bullets, list the measurable outcomes (i.e., project deliverables) that will be used to measure the project's success.

- We will be able to track acres treated and hours of operation of this equipment annually

5. If applicable, how will the requirements of the California Environmental Quality Act (CEQA) be met?

This equipment will be used on existing or new projects that have CEQA clearance or exemptions on file (shovel ready projects)

6. Are there any existing forest or land management plans; Conservation Easements; Covenant, Conditions & Restrictions (CC&R's); matters related to zoning; use restrictions, or other factors that can or will limit the wildfire prevention proposed activity?

(Please type in blank space below. Please note there is no space limitations).

None

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E. Administration

1. Describe any previous experience the project proponent has with similar projects. Include a list of recent past projects the proponent has successfully completed if applicable. Project proponents having no previous experience with similar projects should discuss any past experiences that may help show a capacity to successfully complete the project being proposed. This may include partnering with a more experienced organization that can provide project support.

Mariposa County Fire Department has experience in planning, implementing, and completing fuels treatment and reduction projects under the State Fire Prevention Fee grant program and has partnered with CAL FIRE and the Fire Safe Council to complete grant projects in the past. We manage a fleet effectively and will include this equipment in our ongoing program of equipment use and maintenance

2. Identify who will be responsible for tracking project expenses and maintaining project records in a manner that allows for a full audit trail of any awarded grant funds. (Please type in blank space below. Please note there is no space limitations).

The Division Chief, Operations of the Mariposa County Fire Department will be responsible for tracking all grant project expenses, reporting requirements and record keeping for auditing purposes. That position is currently held by Chief Steve Ward

F. Budget

A detailed project budget should be provided in an Excel spreadsheet attached to this grant application. The space provided here is to allow for a narrative description to further explain the proposed budget. (Please type in blank space below. Please note there is no space limitations).

1. Explain how the grant funds, if awarded, will be spent to support the goals and objectives of the project. If equipment grant funds are requested, explain how the equipment will be utilized and maintained beyond the life of the grant.

Reductions in eligible inmate firefighters used to staff fire crews used in fuels work has resulted in a 20% reduction in fire crews statewide. This reduction has had a direct negative impact on the ability to complete maintenance on existing fuels projects. Grant funds will be spent to acquire the attachments which can be used with equipment to mechanically re-treat previously constructed fuel breaks/treatments and construct new fuels projects as they become identified and funded. It will be included in our regular program of maintenance and servicing and used annually well beyond the grant period

2. Are the costs for each proposed activity reasonable for the geographic area where they are to be performed? Identify any costs that are higher than usual and explain any special circumstances within the project that makes these increased costs necessary to achieve the goals and objectives of the project.

County Fire staff researched a variety of equipment options and retailers and identified the best equipment at the best price to meet the strategic needs of the organization. Proposed costs are reasonable for the geographic area

3. Is the total project cost appropriate for the size, scope, and anticipated benefit of the project?

Yes. Costs are reasonable and justifiable as compared to contracting for these same services. Purchase of the equipment is much less expensive than leasing due to transportation costs, interest, and the high number of hours of operation the equipment is needed. Cost benefit analysis was performed on leasing vs direct purchase and no financial savings are realized in leasing the equipment. Another drawback to leasing is that the equipment is returned when the grant funds have been exhausted. Direct purchase allows for the continued operation and use to deal with increased wildfire occurrence and severity due to climate change

4. Using bullets please list each object category amount that you are requesting and the detail of how that would support meeting the grant objectives.

- Equipment Category: \$211,443.90
This would purchase the equipment needed directly.
- California State sales tax and license fees in the Other Category: \$18,697.78
This would pay for the sales tax of the equipment needed.

G. California Climate Investments

The space provided here is to allow for a narrative description to further explain how the project/activity will reduce Greenhouse Gas emissions. (Please type in blank space below. Please note there is no space limitations).

1. How will the project/activity reduce Greenhouse Gas emissions?

This project will reduce greenhouse gas emissions by reducing the threat of catastrophic wildfire and sequester carbon by removing understory brush and trees while retaining mature pine, fir, cedar and oak overstory. Retaining the shaded fuel break condition will allow the residual trees to sequester carbon at a faster rate by reducing competition for resources and providing additional growing space. Treated areas will result in lower fire intensity and reduced fire effects through removal of understory brush and trees, and larger dead fuels (logs) from the landscape where present. Projected use for each piece of equipment is a minimum of four days per week for eight months, or 128 days at six hours per day. Existing fuel breaks have an estimated fuel loading of 5-10 tons per acre of brush and tree regrowth. Where tree mortality is present, this figure can rise to an estimated 50-500 tons per acre. The equipment can treat an average of four acres in a six-hour period in existing fuel breaks with 5-10 tons per acre.

Tracking #: 21-FP-MMU-0076
Project Name: Mariposa County Fuel Reduction Equipment Purchase

Project Budget

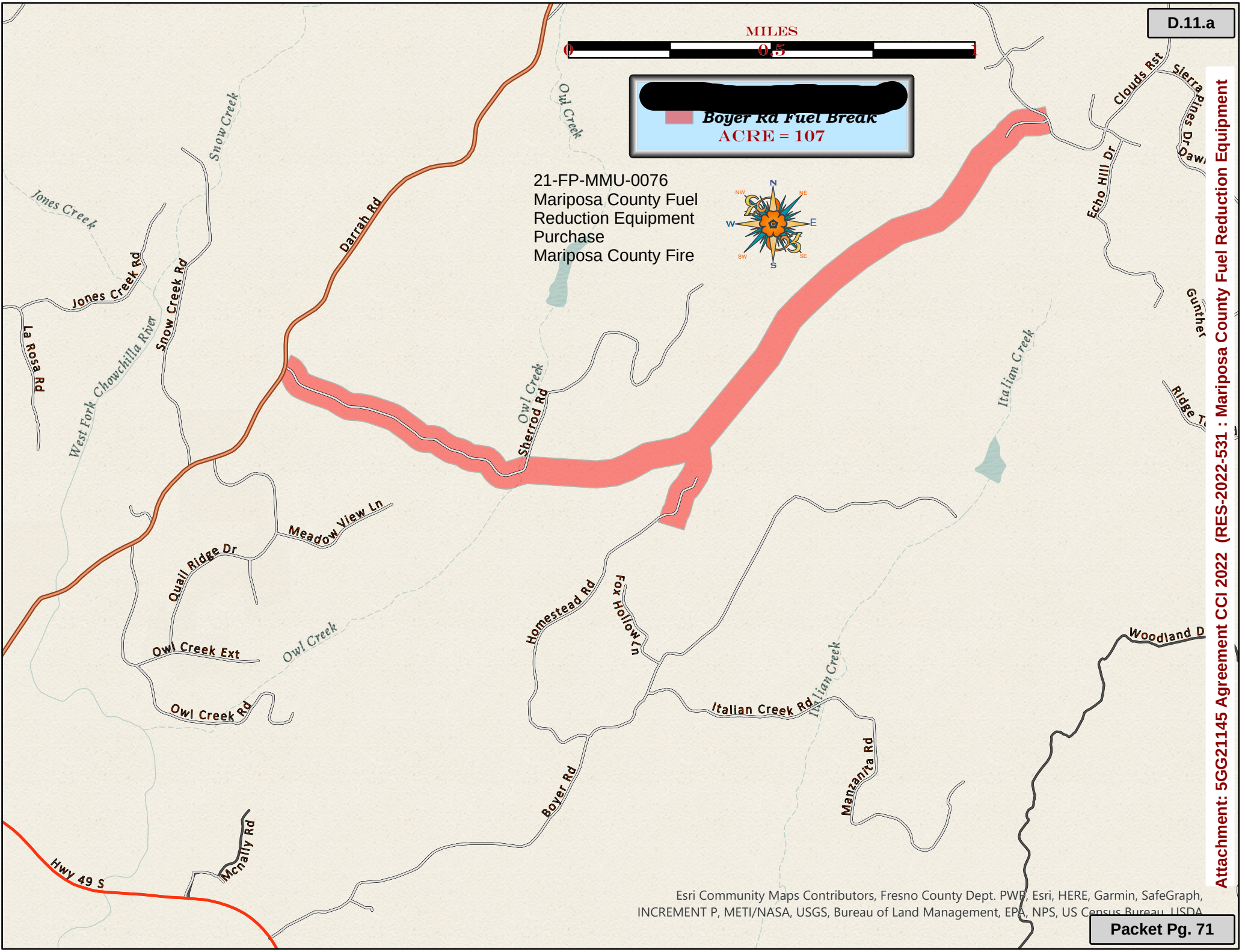
Budget Category		Item Description		Cost Basis		Cost Share (%)		Funding Source (\$)			Total (\$)
		Quantity	Units	Cost/Unit	Grant	Grantee	Partner	Grant	Grantee	Partner(s)	
A. Salaries and Wages											
			Hours		0%	100%	0%	\$ -	\$ -	\$ -	\$ -
	0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
Sub-Total Salaries and Wages:								\$ -	\$ -	\$ -	\$ -
B. Employee Benefits											
	0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
Sub-Total Employee Benefits:								\$ -	\$ -	\$ -	\$ -
C. Contractual											
	0	Report	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Acres	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Miles	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
Sub-Total Contractual:								\$ -	\$ -	\$ -	\$ -
D. Travel & Per Diem:											
	0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
Sub-Total Travel & Per Diem:								\$ -	\$ -	\$ -	\$ -
E. Supplies											
		Each		100%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
Sub-Total Supplies:								\$ -	\$ -	\$ -	\$ -
F. Equipment											
	Mulcher, HM210, Hydraulic Excavator Work Tools	1	Each	\$25,356.60	100%	0%	0%	\$25,356.60	\$ -	\$ -	\$25,356.60
	Skid Steer Loader Work Tools	1	Each	\$41,937.30	100%	0%	0%	\$41,937.30	\$ -	\$ -	\$41,937.30
	Ford F550 Pickup Truck	1	Each	\$97,000.00	100%	0%	0%	\$97,000.00	\$ -	\$ -	\$97,000.00
	Trailmax Trailer	1	Each	\$45,000.00	100%	0%	0%	\$45,000.00	\$ -	\$ -	\$45,000.00
	Diesel Transfer Tank	1	Each	\$2,150.00	0%	0%	0%	\$2,150.00	\$ -	\$ -	\$2,150.00
	Sub-Total Equipment:								\$211,443.90	\$ -	\$ -
G. Other Costs											
	Sales Tax Mulcher HM210	1	Each	\$1,965.14	100%	0%	0%	\$1,965.14	\$ -	\$ -	\$1,965.14
	Sales Tax Skid Steer Tools	1	Each	\$3,250.14	100%	0%	0%	\$3,250.14	\$ -	\$ -	\$3,250.14
	Sales Tax Ford F550 Pickup	1	Each	\$9,700.00	0%	0%	0%	\$9,700.00	\$ -	\$ -	\$9,700.00
	Trailmax Trailer	1	Each	\$3,600.00	0%	0%	0%	\$3,600.00	\$ -	\$ -	\$3,600.00
	Diesel Transfer Tank	1	Each	\$182.50	0%	0%	0%	\$182.50	\$ -	\$ -	\$182.50
	0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	Sub-Total Other Costs								\$18,697.78	\$ -	\$ -
Total Direct Costs								\$230,141.68	\$ -	\$ -	\$230,141.68
Indirect Costs (Exclude Equipment)							0%	\$ -		\$ -	
Total Project Costs								\$230,141.68	\$ -	\$ -	\$230,141.68
Less Program Income								\$ -			\$ -
Total Grant Proposed Costs								\$230,141.68	\$ -	\$ -	\$230,141.68

Attachment: 5GG21145 Agreement CCI 2022 (RES-2022-531 : Mariposa County Fuel Reduction Equipment Purchase Grant)



Boyer Rd Fuel Break
ACRE = 107

21-FP-MMU-0076
Mariposa County Fuel
Reduction Equipment
Purchase
Mariposa County Fire



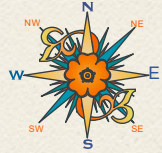
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D.11.a

Chamberlain Bear Creek FRP
ACRE = 300

21-FP-MMU-0076
Mariposa County Fuel
Reduction Equipment
Purchase
Mariposa County Fire



Midpines

Midpines Park

Chamberlain Rd

Cobey Ln

Oak Rd

Hwy 140

Bear Creek

Plumber Creek

Yosemite Oaks Rd
Windsong Ln

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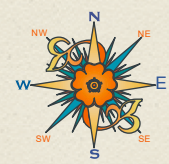
Packet Pg. 72

Attachment: 5GG21145 Agreement CCI 2022 (RES-2022-531 : Mariposa County Fuel Reduction Equipment

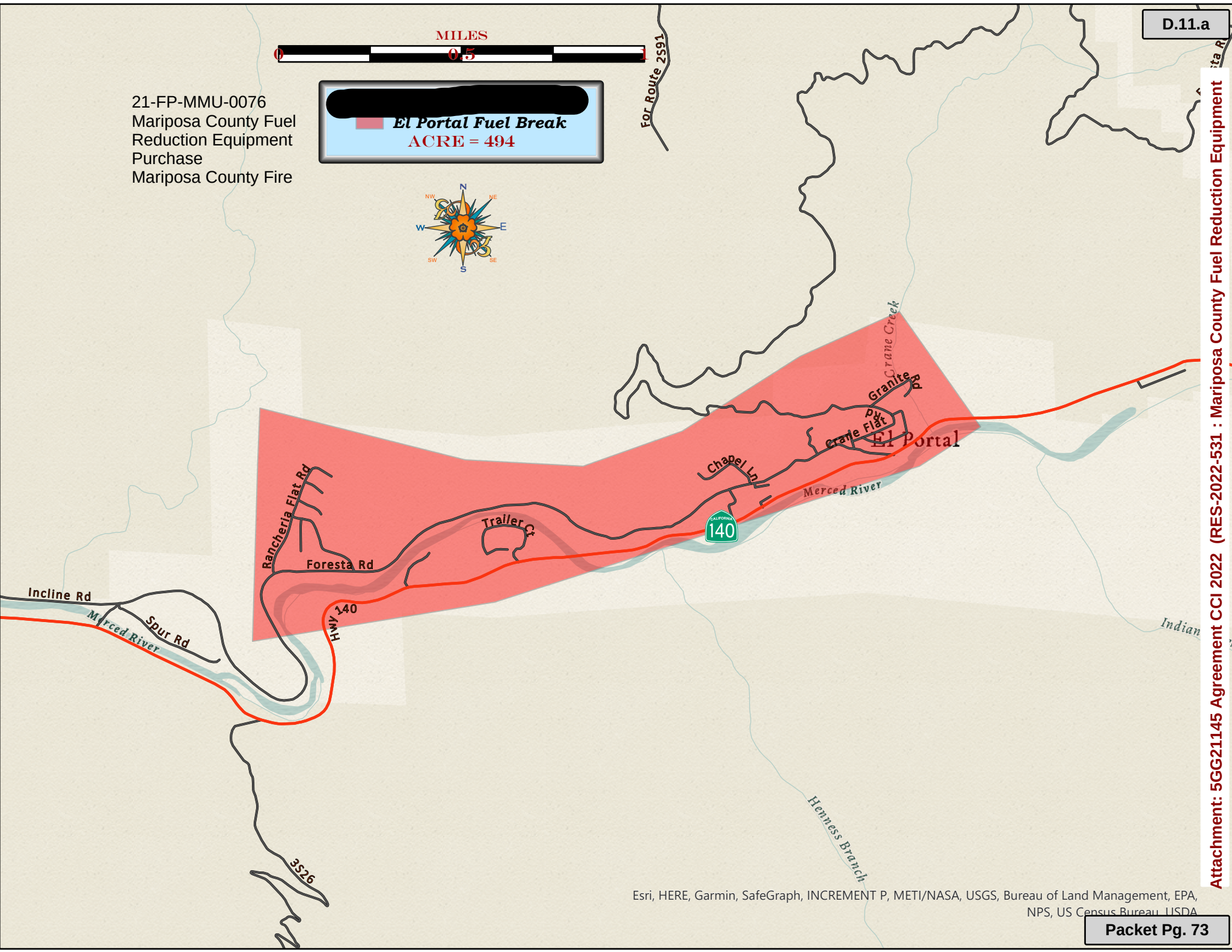
21-FP-MMU-0076
Mariposa County Fuel
Reduction Equipment
Purchase
Mariposa County Fire



El Portal Fuel Break
ACRE = 494



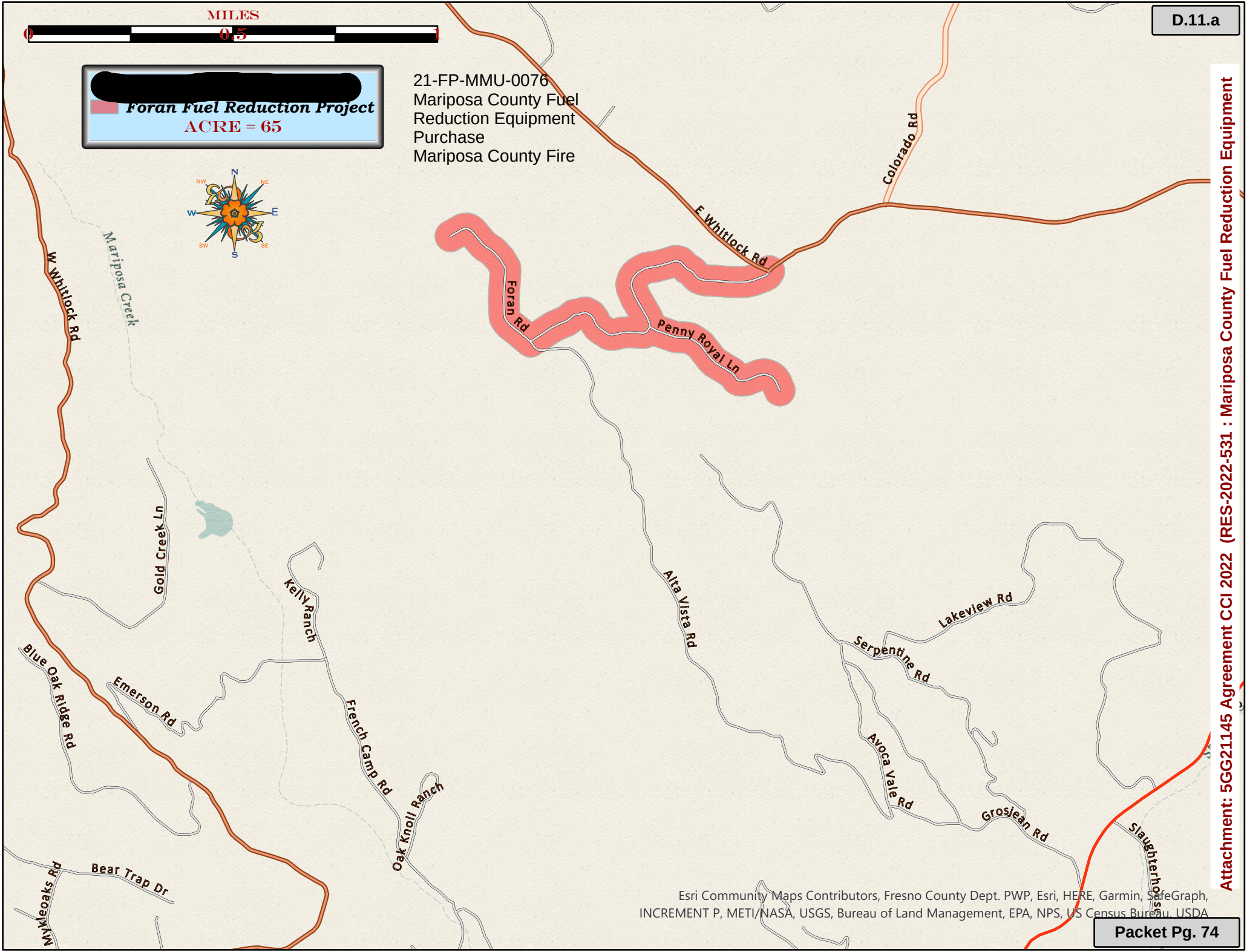
For Route 2991



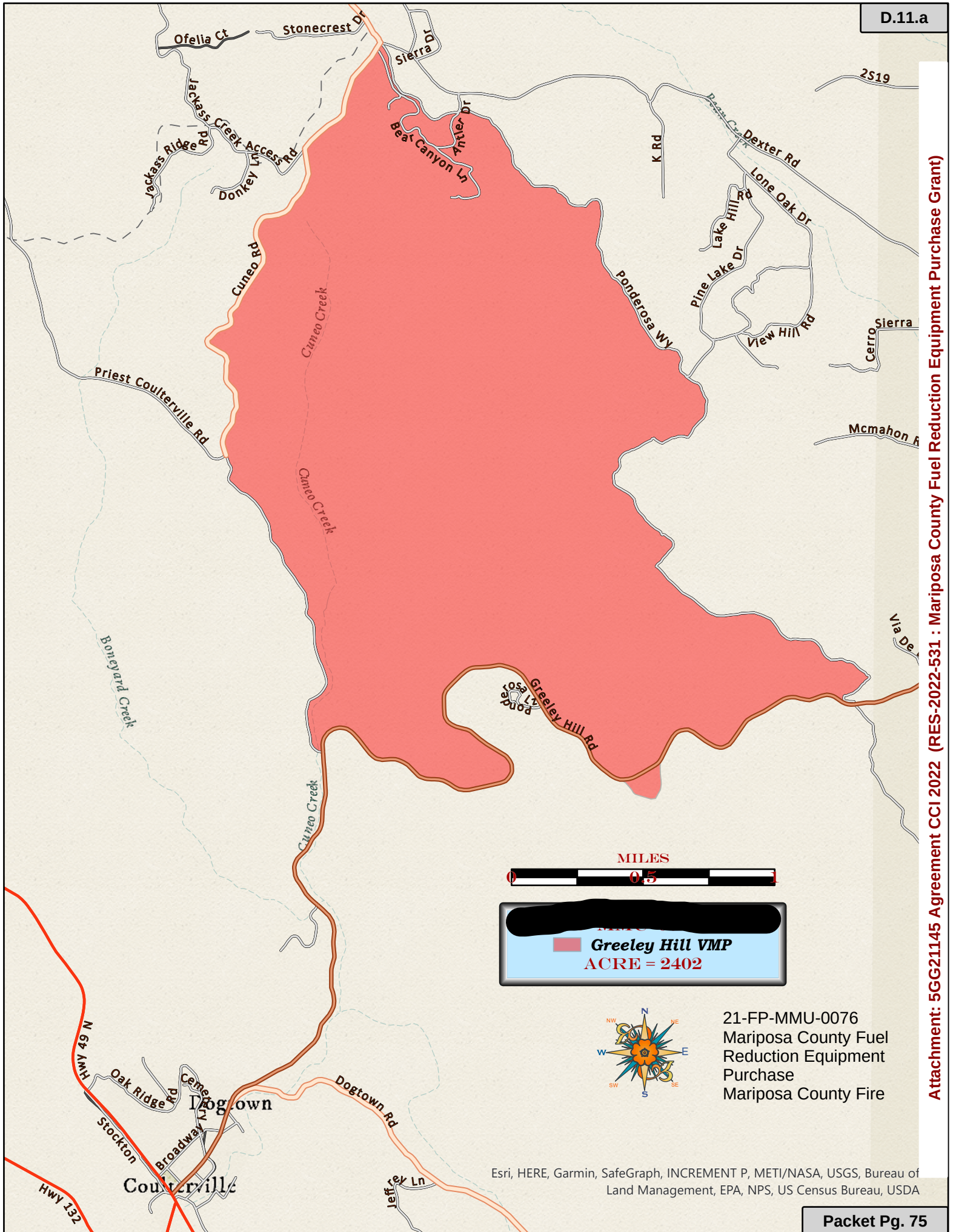


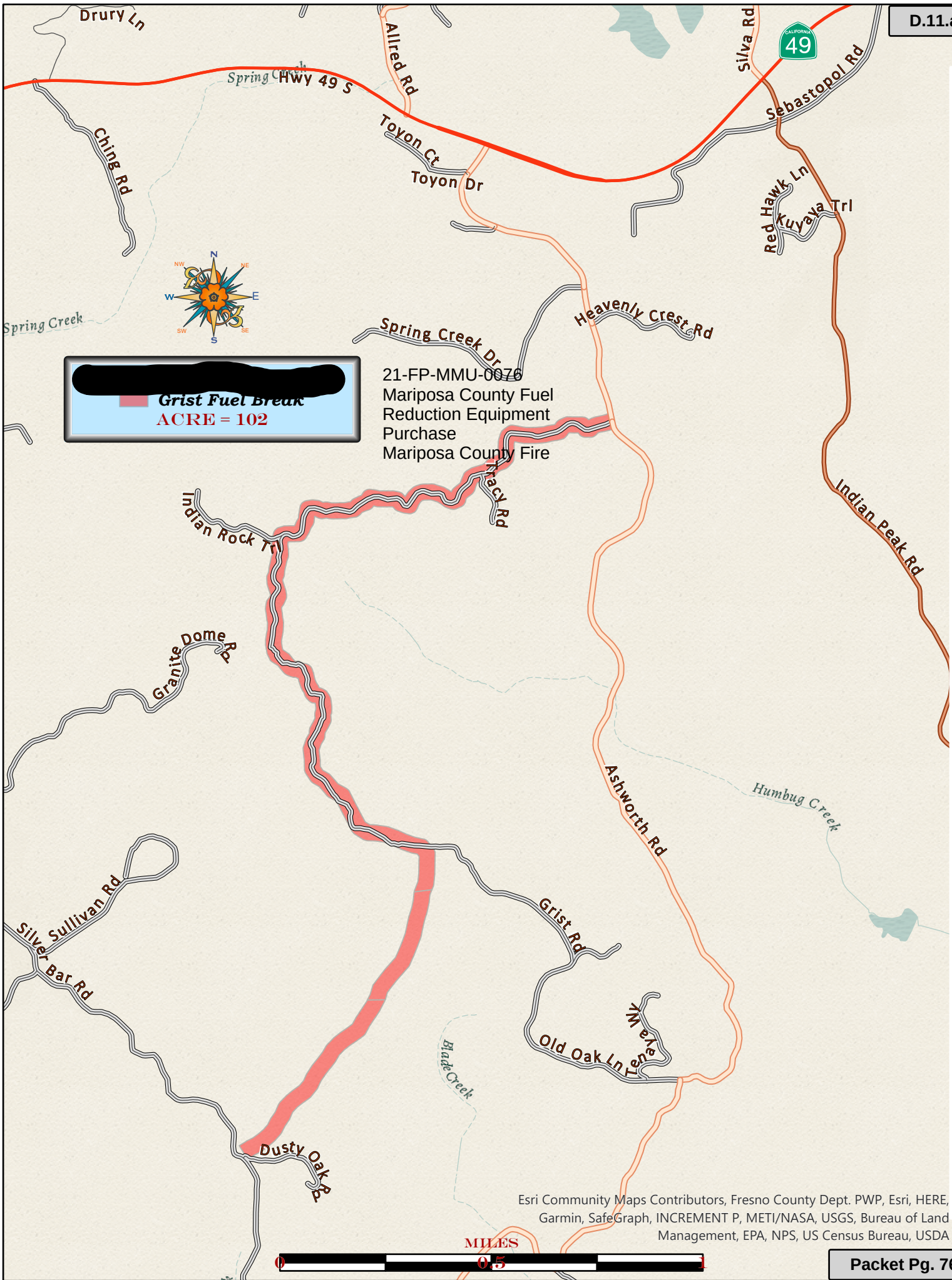
Foran Fuel Reduction Project
ACRE = 65

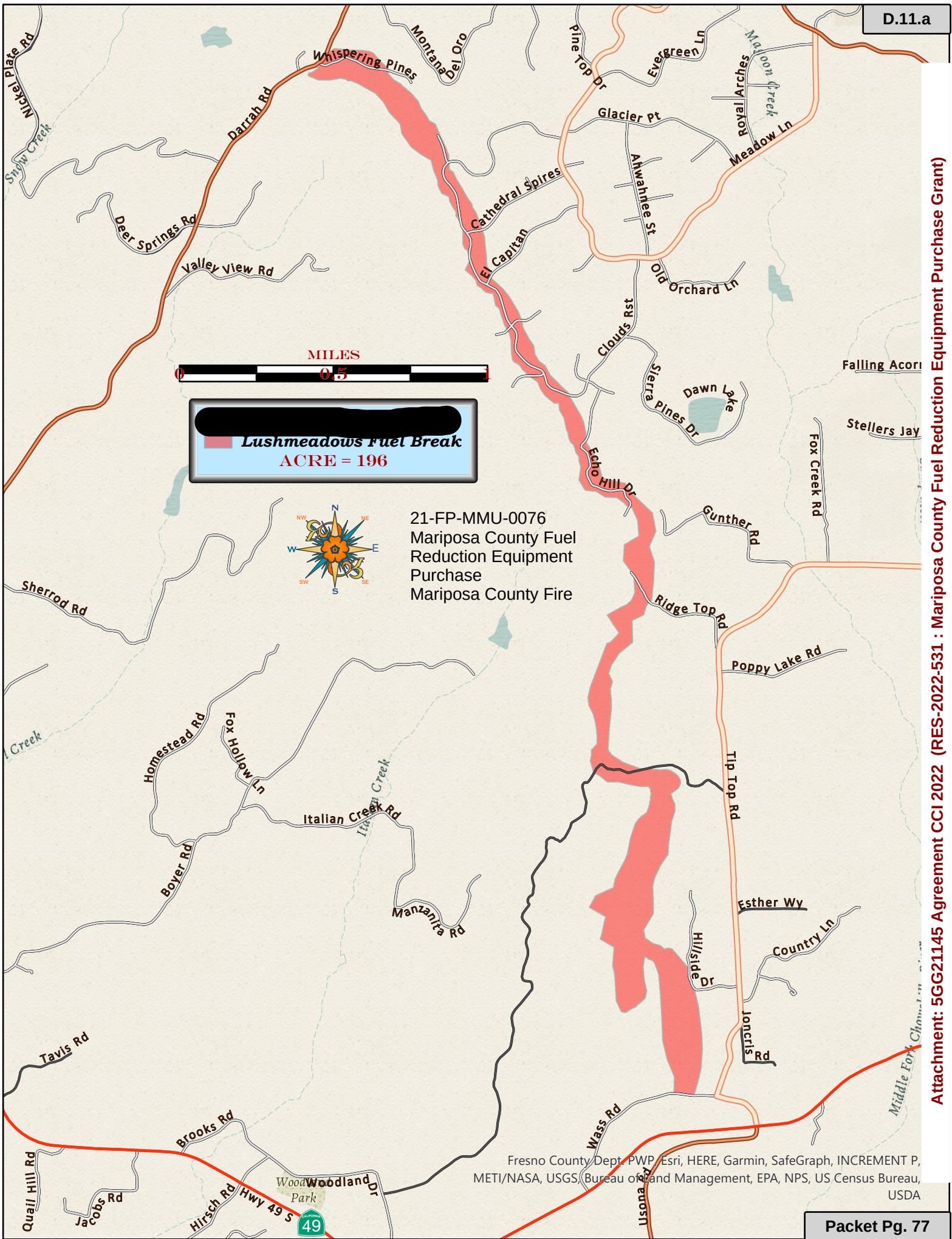
21-FP-MMU-0076
Mariposa County Fuel
Reduction Equipment
Purchase
Mariposa County Fire

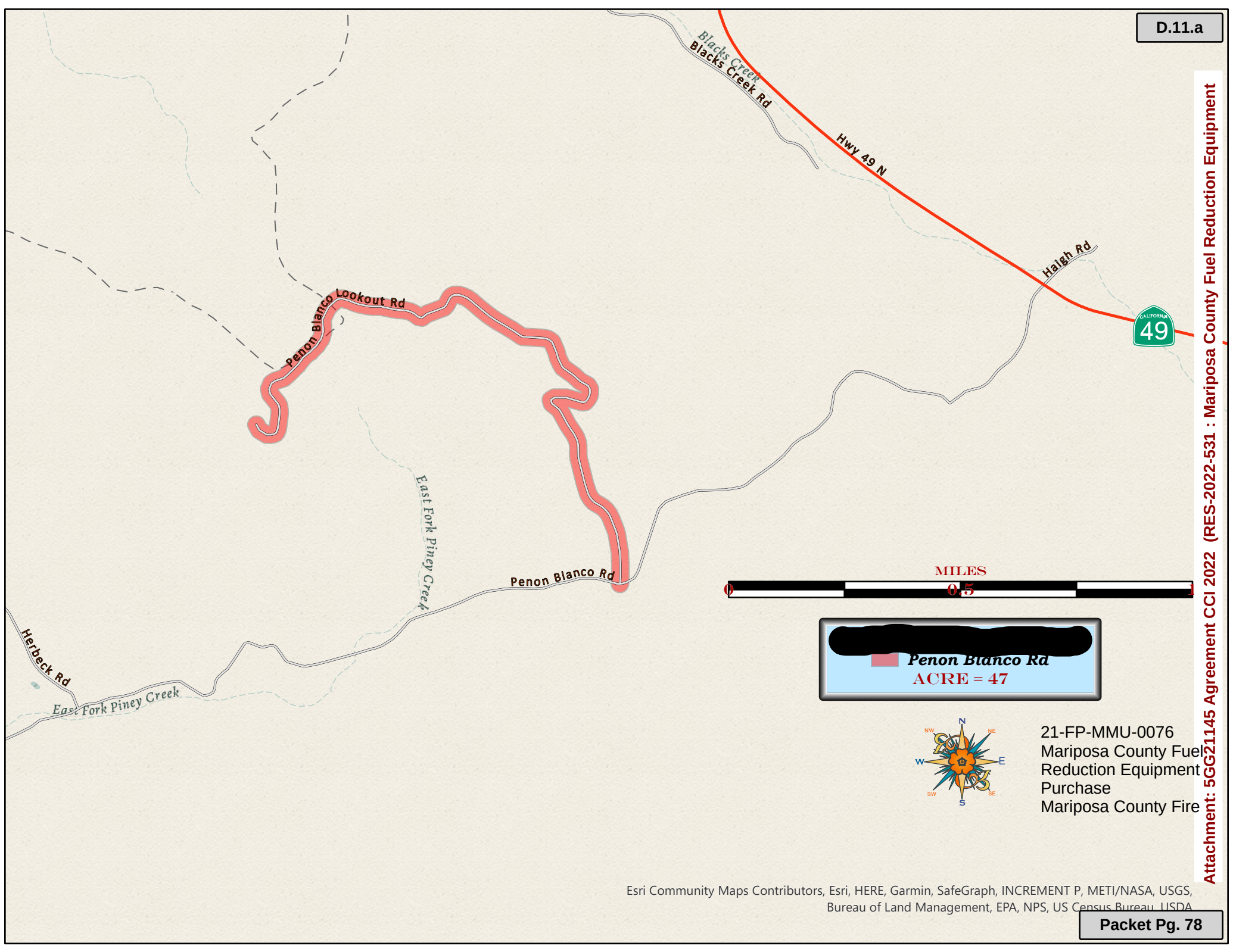


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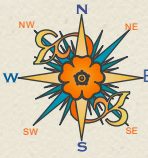




21-FP-MMU-0076
Mariposa County Fuel
Reduction Equipment
Purchase
Mariposa County Fire



21-FP-MMU-0076
Mariposa County Fuel
Reduction Equipment
Purchase
Mariposa County Fire

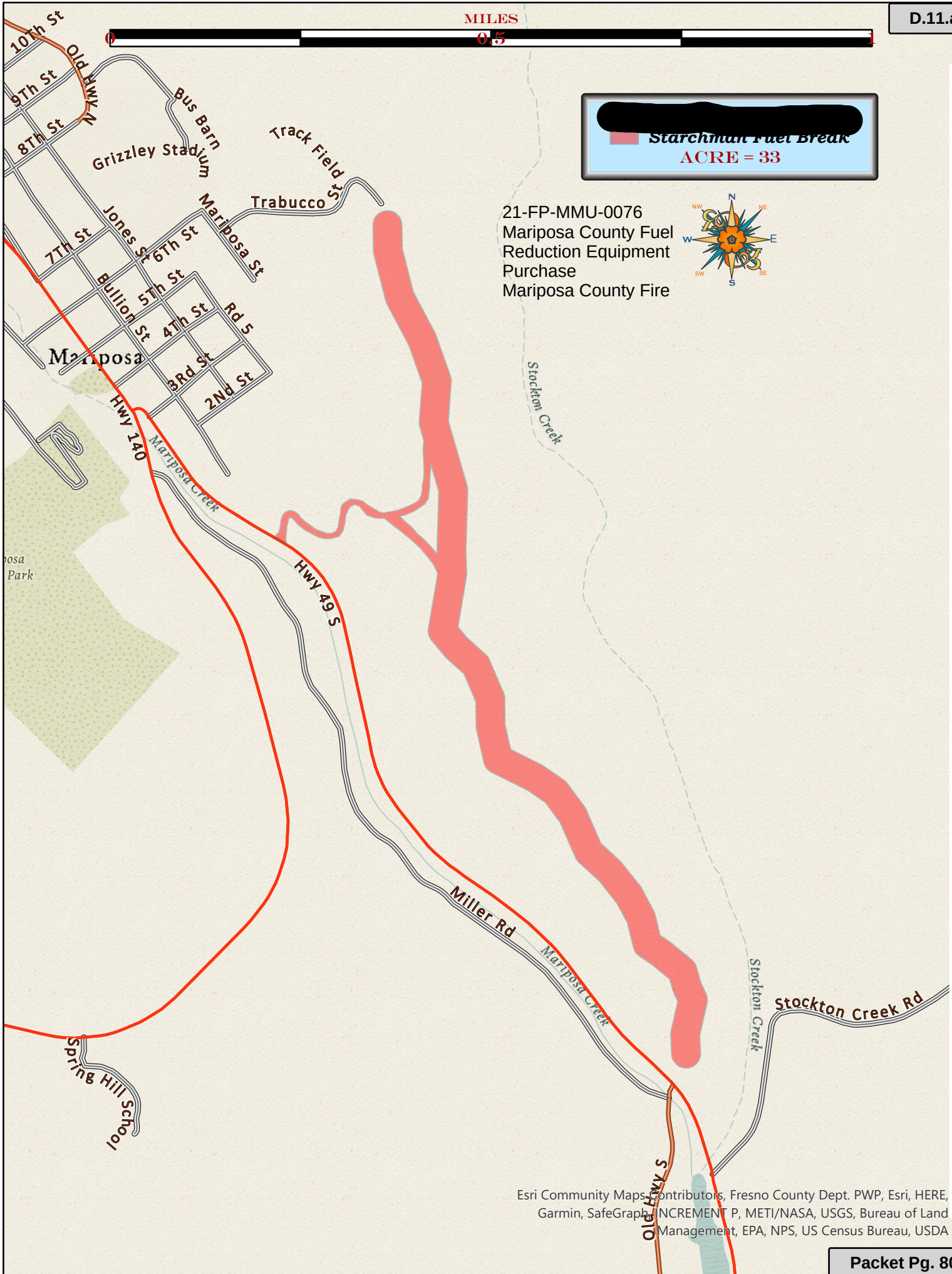
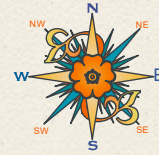


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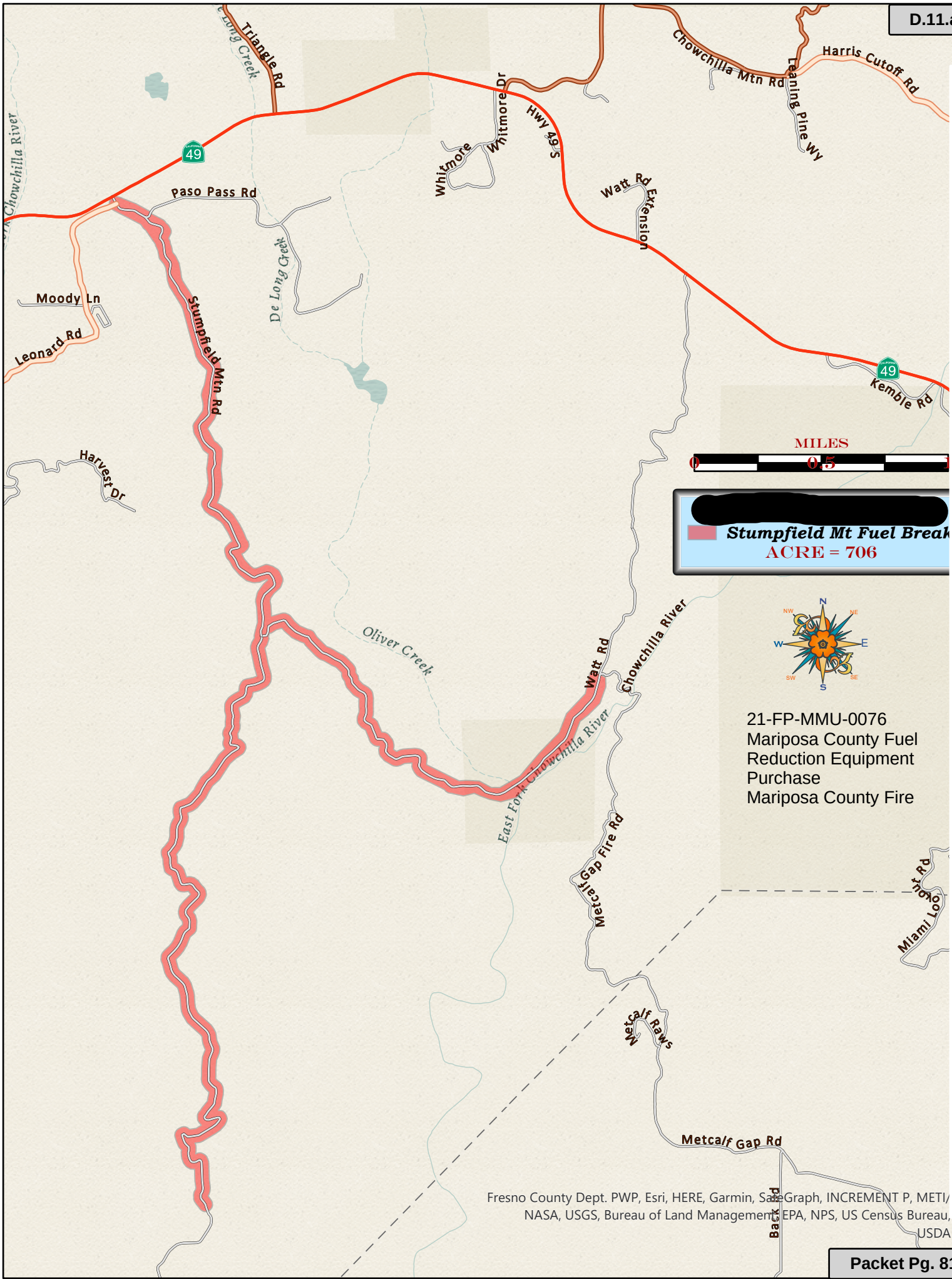
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 **Starchman Fuel Break**
ACRE = 33

21-FP-MMU-0076
Mariposa County Fuel
Reduction Equipment
Purchase
Mariposa County Fire



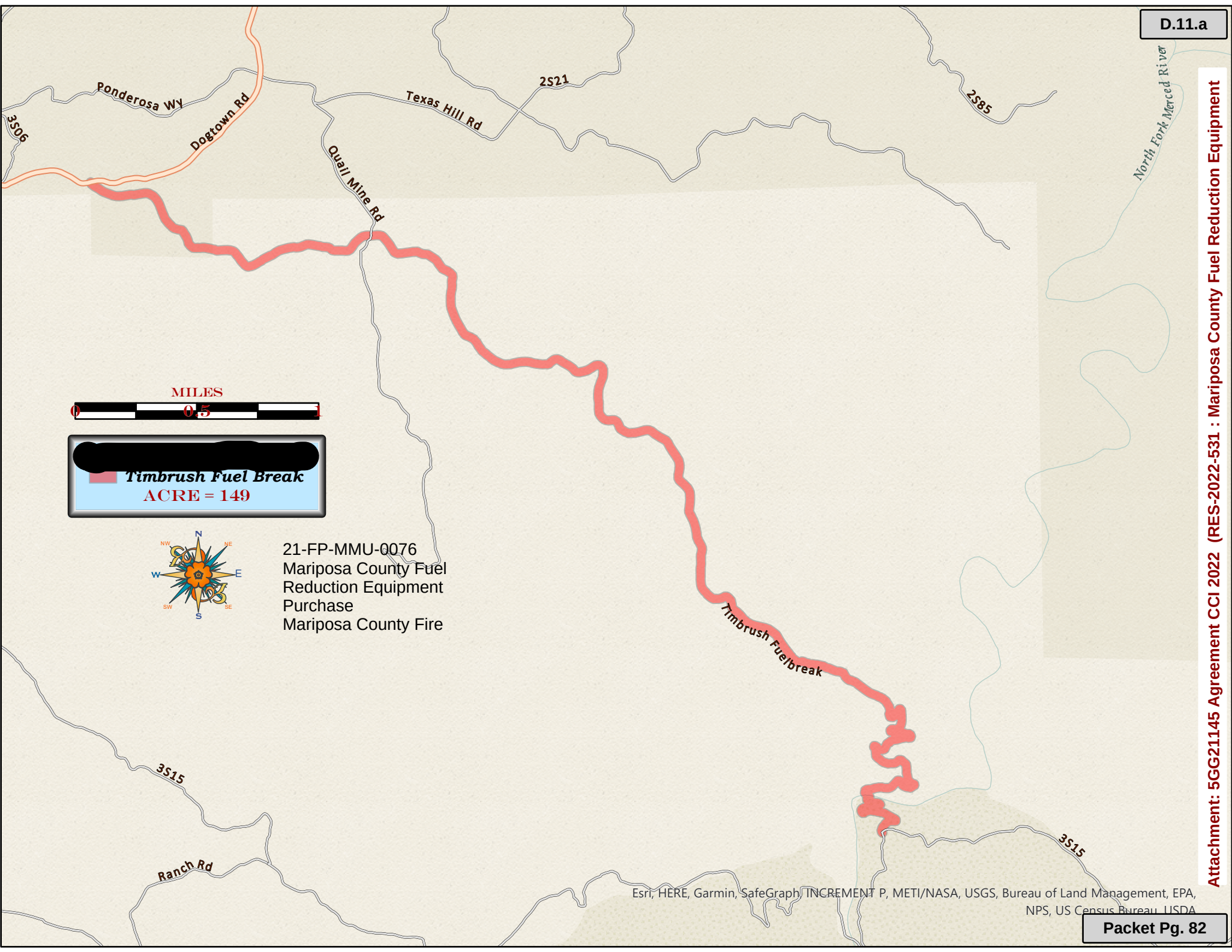
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Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, Bureau of Land
Management, EPA, NPS, US Census Bureau, USDA



Stumpfield Mt Fuel Break
ACRE = 706

21-FP-MMU-0076
Mariposa County Fuel
Reduction Equipment
Purchase
Mariposa County Fire

Fresno County Dept. PWP, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/
NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau,
USDA





Mariposa County

Lineitem Worksheet - 228 - Fire
Revenues and Expenses:

D.11.b

Fund	Account	Program	Budget			Actual		
			Requested	Recommended	Current	Year to Date		
			2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
1001 General Fund	45543 Assistance By Hire - State	No Program	300,000	915,000	450,000	657,481	-	154,73
1001 General Fund	45544 VFA 12/13 - State	No Program	20,000	20,000	20,000	-	20,000	14,21
1001 General Fund	45547 One-Time State Grants - State	No Program	250,000	250,000	247,842	484	2,888	
1001 General Fund	R45000 State Revenues	No Program	570,000	1,185,000	717,842	657,965	22,888	168,94
1001 General Fund	47206 Fire Warden Review	No Program	6,000	6,000	15,000	300	5,853	1,20
1001 General Fund	R47000 Fees For Service Revenues	No Program	6,000	6,000	15,000	300	5,853	1,20
1001 General Fund	48186 Fire Department Miscellaneous Revenue	No Program	-	-	-	-	-	82
1001 General Fund	48189 Miscellaneous Revenue Account	No Program	-	-	-	-	-	
1001 General Fund	R48000 Miscellaneous Revenues	No Program	-	-	-	-	-	82
1001 General Fund	49101 Transfer In - General	No Program	-	-	-	-	947,340	981,19
1001 General Fund	R49000 Transfer In Revenues	No Program	-	-	-	-	947,340	981,19
1001 General Fund	Revenues Total Revenue	No Program	576,000	1,191,000	732,842	658,265	976,081	1,152,16
1001 General Fund	51111 Regular salaries and wages	No Program	144,158	144,158	208,729	127,040	130,341	73,82
1001 General Fund	51112 Extra Help	No Program	140,000	140,000	-	18,110	-	
1001 General Fund	51113 USFS Patrol Extra Help	No Program	-	-	-	632	-	
1001 General Fund	51114 Volunteer Fire Personnel	No Program	300,000	300,000	300,000	101,911	322,340	42,94
1001 General Fund	51115 Overtime	No Program	3,000	3,000	5,000	3,102	1,015	1,68
1001 General Fund	51116 Extra Straight Time Hours	No Program	50	50	22	146	84	14
1001 General Fund	51201 FLSA Adjustment	No Program	4	4	2	1	2	
1001 General Fund	51202 Longevity Pay	No Program	1,433	1,433	600	550	600	5
1001 General Fund	51207 Standby Call Back Pay	No Program	-	-	-	213	-	
1001 General Fund	51208 Shift Differential	No Program	-	-	-	31	-	
1001 General Fund	51211 Post Certificate Pay	No Program	-	-	-	-	-	
1001 General Fund	51213 Uniform Allowance	No Program	-	-	-	-	-	
1001 General Fund	52101 Retirement - Employer	No Program	14,865	14,865	14,769	13,527	14,518	8,26
1001 General Fund	52102 Unfunded Liability Payment Total	No Program	22,541	22,541	21,807	22,881	16,929	7,51
1001 General Fund	52201 Medical - Active Employees	No Program	35,874	35,874	34,652	32,885	37,279	18,75
1001 General Fund	52202 Dental - Active Employees	No Program	2,526	2,526	2,548	1,900	-	
1001 General Fund	52203 Vision - Active Employees	No Program	418	418	418	313	-	
1001 General Fund	52205 Life Insurance	No Program	100	100	92	89	96	4
1001 General Fund	52206 Cash Cafeteria Plan	No Program	1,391	1,391	1,642	1,380	1,694	1,28
1001 General Fund	52208 Medical Insurance Administrative Fee	No Program	92	92	92	69	-	
1001 General Fund	52301 Social Security Total	No Program	9,302	9,302	8,250	7,394	7,506	4,29
1001 General Fund	52302 Medicare Total	No Program	4,205	8,555	1,930	2,447	6,453	1,47
1001 General Fund	52303 SDI Total	No Program	1,470	1,651	1,712	1,523	12	79
1001 General Fund	52502 Group Health for Retirees	No Program	34,707	34,707	35,209	30,778	33,126	32,29
1001 General Fund	52503 Unemployment	No Program	-	-	-	6,176	1,815	42

Attachment: Budget Items (RES-2022-531 : Mariposa County Fuel Reduction Equipment Purchase Grant)



Mariposa County

Lineitem Worksheet - 228 - Fire
Revenues and Expenses:

D.11.b

Fund	Account	Program	Budget			Actual		
			Requested	Recommended	Current	Year to Date		
			2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
1001 General Fund	E50000 Salary and Benefit Expenses	No Program	716,136	720,667	637,474	373,098	573,810	193,79
1001 General Fund	60101 Uniforms / Clothing	No Program	70,000	50,000	50,000	32,205	78,104	47,85
1001 General Fund	60102 Food	No Program	1,500	1,500	1,500	83	25	10
1001 General Fund	60104 Volunteer Stipend	No Program	40,000	40,000	40,000	28,580	32,010	36,28
1001 General Fund	60105 Employee Appreciation	No Program	-	-	2,500	-	-	2,33
1001 General Fund	60111 Training and Seminars	No Program	15,000	15,000	15,000	9,420	10,968	5,42
1001 General Fund	60121 Meals	No Program	1,200	1,200	-	844	-	
1001 General Fund	60122 Lodging	No Program	2,000	2,000	-	2,077	-	
1001 General Fund	60123 Mileage	No Program	500	500	500	-	-	
1001 General Fund	60131 Maintenance - Equipment	No Program	30,000	30,000	43,389	2,848	17,450	12,11
1001 General Fund	60132 Maintenance - Buildings and Improvements	No Program	50,000	50,000	36,389	26,325	31,110	54,85
1001 General Fund	60152 Emergency Response Supplies	No Program	5,000	5,000	5,000	2,555	96	
1001 General Fund	60153 Special Departmental Supplies	No Program	-	-	0	315	1,124	71
1001 General Fund	60155 Small Tools	No Program	20,000	5,000	5,000	2,292	17,332	15,86
1001 General Fund	60191 Memberships	No Program	2,000	2,000	2,000	1,705	2,146	1,49
1001 General Fund	60201 Miscellaneous Expense	No Program	5,000	10,000	15,000	7,410	-	2
1001 General Fund	60211 Copy Machine Expense	No Program	5,000	5,000	8,040	3,953	4,722	4,65
1001 General Fund	60213 Office Supplies	No Program	7,000	7,000	7,000	5,537	6,773	5,77
1001 General Fund	60214 Postage	No Program	-	-	-	174	-	
1001 General Fund	60301 General Professional Services	No Program	30,000	30,000	40,000	15,370	4,051	15,53
1001 General Fund	60304 Fire Management	MEM Measure M Program	-	1,465,390	1,200,079	-	-	
1001 General Fund	60304 Fire Management	No Program	1,715,390	-	277,719	554,767	1,089,092	1,412,88
1001 General Fund	60392 Rents and Leases - Buildings	No Program	2,000	2,000	1,300	1,300	1,300	1,30
1001 General Fund	60411 Telephone and Internet	No Program	25,000	25,000	28,500	21,718	23,249	22,82
1001 General Fund	60412 Propane	No Program	12,500	12,500	-	13,328	-	
1001 General Fund	60413 Water and Sewer	No Program	1,000	1,000	-	2,469	-	
1001 General Fund	60414 Electricity	No Program	50,000	40,000	50,000	30,478	48,713	46,26
1001 General Fund	60415 Garbage Disposal	No Program	-	-	-	642	-	
1001 General Fund	60421 Equipment	No Program	12,000	12,000	12,000	377	14,448	4,04
1001 General Fund	60431 Software	No Program	2,000	2,000	2,000	183	1,904	1,29
1001 General Fund	60441 Fuel	No Program	50,000	50,000	40,000	36,003	41,095	34,81
1001 General Fund	60508 Client - Community Education and Engagement	No Program	2,000	2,000	3,000	1,941	342	1,97
1001 General Fund	60621 County Vehicle Expense	No Program	200,000	200,000	200,000	156,619	225,303	240,15
1001 General Fund	60623 Fire Equipment Replacement	No Program	245,347	245,347	245,347	-	237,768	230,43
1001 General Fund	60701 Prior Period Adjustments	No Program	-	-	-	-	-	
1001 General Fund	E60000 Operating Expenses	MEM Measure M Program	-	1,465,390	1,200,079	-	-	
1001 General Fund	E60000 Operating Expenses	No Program	2,601,437	846,047	1,131,184	961,518	1,889,125	2,199,01

Attachment: Budget Items (RES-2022-531 : Mariposa County Fuel Reduction Equipment Purchase Grant)



Mariposa County

Lineitem Worksheet - 228 - Fire
Revenues and Expenses:

D.11.b

Fund	Account	Program	Budget			Actual		
			Requested	Recommended	Current	Year to Date		
			2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
1001 General Fund	70111 Community and Office Buildings	No Program	-	-	-	-	-	6,50
1001 General Fund	70211 General Equipment	No Program	-	-	135,000	-	-	
1001 General Fund	70221 Technological Equipment	No Program	-	-	17,000	-	-	7,39
1001 General Fund	70421 Heavy Equipment Vehicles	No Program	-	-	275,064	-	-	
1001 General Fund	E70000 Fixed Asset Expenses	No Program	-	-	427,064	-	-	13,89
1001 General Fund	80231 General Insurance	No Program	236,352	236,352	216,917	108,458	266,276	240,08
1001 General Fund	E80000 Transfers and Appropriations for Contingencies Expenses	No Program	236,352	236,352	216,917	108,458	266,276	240,08
1001 General Fund	Expenses Total Expense	MEM Measure M Program	-	1,465,390	1,200,079	-	-	
1001 General Fund	Expenses Total Expense	No Program	3,553,925	1,803,066	2,412,639	1,443,074	2,729,211	2,646,78
1001 General Fund	MPC Budget Net Balance	MEM Measure M Program	-	1,465,390	1,200,079	-	-	
1001 General Fund	MPC Budget Net Balance	No Program	2,977,925	612,066	1,679,797	784,809	1,753,130	1,494,61
3345 Forest Reserve	44201 Interest From Investments	No Program	500	500	600	-	-	
3345 Forest Reserve	R44000 Interest Revenues	No Program	500	500	600	-	-	
3345 Forest Reserve	46071 Forest Reserve - Federal	No Program	37,654	37,654	37,654	-	-	
3345 Forest Reserve	R46000 Federal Revenues	No Program	37,654	37,654	37,654	-	-	
3345 Forest Reserve	49999 Beginning Fund Balance	No Program	38,132	38,132	69,878	-	-	
3345 Forest Reserve	Revenues Total Revenue	No Program	76,286	76,286	108,132	-	-	
3345 Forest Reserve	60301 General Professional Services	No Program	76,286	76,286	108,132	-	-	
3345 Forest Reserve	E60000 Operating Expenses	No Program	76,286	76,286	108,132	-	-	
3345 Forest Reserve	Expenses Total Expense	No Program	76,286	76,286	108,132	-	-	
3345 Forest Reserve	MPC Budget Net Balance	No Program	0	0	0	-	-	
Total Funds	MPC Net Balance	Total Program	(2,977,925)	(2,077,456)	(2,879,876)	(784,809)	(1,753,130)	(1,494,61)

Attachment: Budget Items (RES-2022-531 : Mariposa County Fuel Reduction Equipment Purchase Grant)

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	0100	49999	Beginning Fund Balance		(230,141)	
1001	0228	45547	One Time State Grants- State		230,141	
TOTALS					0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
TOTALS					0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE

DATE

AUDITOR SIGNATURE

DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE

DATE

APPROVED BY RES NO.

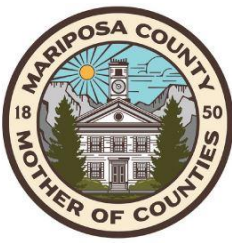
CLERK

DATE

DEPARTMENT

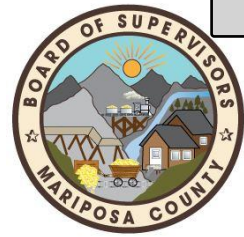
AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020



MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2022-532

MEETING: September 20, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Sierra Quest Human Services Foundation Agreement for Short Term Residential Therapeutic Program

RECOMMENDATION AND JUSTIFICATION:

Approve an agreement with Sierra Quest Human Services Foundation in an amount not to exceed \$300,000 to provide mental health services for Health and Human Services Agency (HHS) clients; and authorize the Board of Supervisors Chair to sign the agreement.

Previously performing services as Sierra Boys Academy, the contractor became Sierra Quest Human Services Foundation as a reflection of its inclusion and expansion of services for boys and girls. It is a Medi-Cal certified provider and delivers covered Specialty Mental Health Services (SMHS) for Medi-Cal beneficiaries zero to twenty-one who meet criteria for placement in a Short-Term Residential Therapeutic Program (STRTP). Short Term Residential Treatment Programs are required to provide a variety of mental health services on site and must be contracted with the county to provide these services.

Specific services under this program include mental health services, targeted case management, crisis intervention, and medication support.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors approved an agreement for STRTP with Sierra Quest Human Services Foundation on July 6, 2021 through Resolution No. 2021-391.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the agreement is not approved, we may have longer wait times for clients to be served, and youth clients will not be served according to the higher standards of the Short-Term Residential Therapeutic Program (STRTP).

FINANCIAL IMPACT:

This contract will continue to be paid within the Mental Health budget unit.
Contract costs are offset by Medi-Cal revenue claimed for services performed.
This contract is cost neutral to the County and there is no impact to the County General Fund.

ATTACHMENTS:

Sierra Quest Human Services Foundation 2023 Contract - Aug 31 2022v3 (PDF)

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

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Marshall Long, District III Supervisor

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

AGREEMENT FOR SPECIALTY MENTAL HEALTH SERVICES IN A SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM

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 Sierra Quest Human Services Foundation ("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, 2022 and terminate on June 30, 2023 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform covered Specialty Mental Health Services (SMHS) for Medi-Cal beneficiaries Zero to twenty-one who meet criteria for placement in a Short Term Residential Therapeutic Program (STRTP) as described in Exhibit A, C, D, and E which are attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed \$300,000. Contractor's rates are listed in Exhibit B, "Cost Proposal," which are attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be \$3,000,000.

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate.

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.

(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 of willful acts.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of

Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make a full and complete audit of its premises, physical facilities, equipment, books, records, documents contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-cal related activities, services and activities furnished under the terms of this contract, or determinations of amounts payable available to County, Department of Health Care Services (DHCS), Centers for Medicare and Medicaid Services (CMS), Health and Human Services (HHS) Inspector General, the United States Comptroller General, their designees, and other authorized federal and state agencies. (42 C.F.R. §438.3(h)). 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. This audit right will exist for 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later. (42.C.F.R.

§438.230(c)(3)(iii).) DHCS, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time if there is a reasonable possibility of fraud or similar risk, then. (42 C.F.R. §438.230(c)(3)(iv).) 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:

Sierra Quest Human Services
Foundation

COUNTY:

Lynn Rumfelt
County of Mariposa

6986 Scott Road
Mariposa, CA 95338

5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

12. NONDISCRIMINATION AND COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Consistent with the requirements of applicable federal law, such as 42 Code of Federal Regulation part 438.3(d)(3) and (4), and state law, the contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability as prohibited by state or federal law.

Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an

original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

CONTRACTOR

Rosemarie Smallcombe, Chair
Board of Supervisors

Scott Seymour, Executive Director

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

Danielle Bondshu
Clerk of the Board

Steven W. Dahlem
County Counsel

Exhibit A SCOPE OF WORK

Sierra Quest Human Services Foundation 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.

The Contractor shall provide services under this Agreement as follows:

A. SHORT TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP)

1. Contractor shall provide covered Specialty Mental Health Services (SMHS) for Medi-Cal beneficiaries zero to twenty-one who meet criteria for placement in an STRTP. Services will include the following:
 - a. Mental Health Services
 - i. Assessment services shall include a clinical analysis of the history and current status of a beneficiary's mental, emotional, or behavioral disorder; relevant cultural issues and history; diagnosis; and the use of testing procedures.
 - ii. Plan Development shall consist of a service activity which includes development of client plans, approval of client plans, and/or monitoring of a beneficiary's progress.
 - iii. Individual and Group Therapy shall be comprised of service activities which are therapeutic interventions that focus primarily on symptom reduction as a means to improve functional impairments. Therapy shall be focused on the goals identified in each child's Assessment and Treatment Plan. Individual Therapy shall be provided by BBS Licensed/Waived Mental Health Professionals (LPHA). Measurable long-term goals and short-term objectives shall be addressed with structured therapeutic interventions.
 - iv. Family Therapy shall be focused on the problems of the client as a family member. Assessment of family dynamics contributing to the emotional disturbance of the client, problem solving techniques and communication skills are included in family therapy. Family therapy is imperative to the successful and sustainable reunification of the client with the family. Family Therapy shall be provided by BBS Licensed/Waived Mental Health Professionals (LPHA). Measurable long-term goals and short-term objectives shall be addressed with structured therapeutic interventions.

- v. Individual and Group Rehabilitation shall be comprised of service activities with individuals and groups of individuals that may consist of:
 - 1. Conducting activities that provide assistance in restoring or maintain an individual's functional skills, living skills, social skills, grooming and personal hygiene skills, meal preparation skills, medication compliance and support resources.
 - 2. Counseling of the individual and/or significant support persons when the individual is present.
 - 3. Training in leisure activities needed to achieve the individual's goals/desired results/personal milestones.
 - 4. Medication education.
 - 5. May be face to face or by telephone with individual or significant support persons.
 - vi. Collateral Contact shall be with one or more significant support person(s) in the life of the client. This may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services shall include, but are not limited to, helping significant support person(s) to understand and accept the client's condition and involves them in a treatment service planning and implementation of the client plan.
 - vii. Intensive Home Base Services (IHBS) are intense, individualized, strength-based, and needs-driven interventions designed to ameliorate mental health conditions that interfere with a child/youth's functioning. They are aimed at helping the child/youth build skills necessary for successful functioning in the home and community and at improving the family's ability to help the child/youth successfully function in the home and community. IHBS services support the engagement and participation of the child/youth and his/her significant support persons and help the child/youth develop skills and achieve the goals and objectives of their plan.
- b. Targeted Case Management
- i. Case Management services are activities provided by the program staff to access needed medical, education, social, prevocational, vocational, rehabilitative, or other needed community services for eligible individuals. May include consultation, communication, coordination and referral; monitoring of service delivery to ensure an individual's access to services; monitoring of the individual's progress; and placement services.
 - ii. Intensive Care Coordination are key service components that must fully integrate a Child and Family Team (CFT) into the process and typically

requires more frequent and active participation by an ICC coordinator to ensure the needs of the child/youth are appropriately and effectively met. The following are ICC components/activities. One of more of the following must be described in the description of the interventions in the progress note documentation:

1. Assessing: Client and family needs/strengths; The adequacy and availability of resources; Reviewing information from family and other sources; Evaluating effectiveness or previous interventions and activities.
 2. Service Planning and Implementation: Developing a plan with specific goals, activities, and objectives; Ensuring the active participation of client and individuals involved and clarifying the roles of the individuals involved; identifying the interventions/course of action targeted at the client's and family's assessed needs.
 3. Monitoring and Adapting: Monitoring to ensure that identified services and activities are progressing appropriately; Changing and redirecting actions targeted at the client's and family's assessed needs.
 4. Transition: Developing a transition plan for the client and family to foster long term stability including the effective use of natural supports and community resources.
- c. Crisis Intervention shall be provided by Contractor as needed. All staff working with the clients shall be trained in crisis intervention. Crisis intervention is an immediate response service enabling the client to cope with an urgent condition, while maintaining his/her status as a functioning community member to the greatest extent possible. A crisis service is an unplanned service that is targeted to reduce the chance that the client will develop an emergent psychiatric condition. Crisis intervention services shall be limited to stabilization of the problem that might lead to a psychiatric emergency.
- d. Medication Support shall include prescribing, administering, dispensing and monitoring of psychiatric medications or biological necessary to alleviate the symptoms of mental illness which are provided by a staff person, within the scope of practice of his/her profession. Medication support services shall be provided within the staff person's scope of practice (Physician, Nurse Practitioner Registered Nurse, Licensed Vocational Nurse or Psychiatric Technician). Contractor's consulting Psychiatrist shall assess all clients. Clients who are prescribed medications will be seen more frequently. Clients who remain stable on medications may be seen for medication support services by Contractor's Psychiatrist twice a month. Those clients who are not yet stabilized may need to be seen more and pre-authorization will be

- requested. With the intensity of the diagnosis and age of the client, close evaluation of the clinical effectiveness and side effects of the medications is critical. New medications and changes in medications dosage require close monitoring. With Doctors orders, contractor's nursing staff will meet the client between visits with the Psychiatrist to evaluate the clinical effectiveness and side effects of medications. This service shall also include:
- i. Evaluation of the need for medication
 - ii. Evaluation of clinical effectiveness and side effects of medication
 - iii. Obtaining informed consent
 - iv. Medication education (including discussing risks, benefits and alternatives with the individual or significant support persons)
 - v. Plan development related to the delivery of this service and/or to the status of the individual's community functioning
 - vi. Prescribing psychiatric medications
2. Contractor shall provide comprehensive mental health assessments for Medi-Cal beneficiaries zero to twenty-one to determine if they meet medical necessity for SMHS. This shall not include any assessment to determine if the individual meets criteria for STRTP placement.
 3. Contractor shall provide services in accordance with MCBHRS Documentation Manual. Any chart found to be out of compliance with the Documentation Manual is subject to corrective action and recoupment.
 4. Contractor shall ensure that covered services are sufficient in amount, duration, or scope to reasonably be expected to achieve the purpose for which services are furnished. The Contractor shall not arbitrarily deny or reduce the amount, duration, or scope of a required service solely because of diagnosis, type, of illness, or condition of the beneficiary except as specifically provided in the medical necessity criteria applicable to the situation as provided in Title 9, California Code of Regulations (CCR), Sections 1820.205, 1830.205, and 1830.210.
 5. The Contractor shall make covered services available in accordance with Title 9 CCR, Section 1810.345 and with Section 1810.405 with respect to timeliness of routine services. Clients shall be assessed within 10 business days of admission to the STRTP. Psychiatric services are to be provided within 15 business days of request.
 6. The Contractor shall provide County's Medi-Cal beneficiaries with County's most current beneficiary brochure and provider list when a Medi-Cal beneficiary first receives a specialty mental health service from Contractor or upon request. Contractor may obtain copies of County's beneficiary brochure and provider list from County.

7. Contractor shall ensure that hours of operation are no less than the hours of operation offered to commercial enrollees, if enrollees of a commercial health plan receive services by Contractor.
8. Contractor shall participate in scheduled Child and Family Team (CFT) meetings as mandated within Continuum of Care Reform (CCR) and Katie A implementation standards. Contractor will implement a tracking system to ensure compliance with regulations and use tracking systems to report in mid-year and year end reports.
9. Contractor's staff shall be available 24 hours a day, seven days a week to provide SMHS on site for Medi-Cal beneficiaries who are placed at the STRTP.
10. Contractor shall utilize the "Child and Adolescent Needs and Strengths" (CANS-50) tool with the Medi-Cal beneficiaries ages six through twenty at assessment, every six months and discharge.
11. Contractor shall utilize the Pediatric Symptom Checklist (PSC-35) tool for MediCal beneficiaries ages three through seventeen at assessment, every six months and discharge.
12. Contractor shall provide results of internal surveys on the year-end report.
13. Medi-Cal beneficiaries shall receive the same level of service provided to all other clients served by Contractor. This requirement is a condition for reimbursement for specialty mental health services.
14. Contractor shall keep a record of those clients meeting Katie A subclass criteria. Contractor shall implement a system to consistently identify, track and report to County those meeting Katie A subclass criteria and report this information monthly, as well as in the mid-year and year-end reports.
15. Contractor shall hire, train and retain experienced and competent staff, who meet the standards in the current version of the STRTP Interim Licensing Standards.
16. Contractor shall employ Evidence-Based Practices within the program in an effort to increase achievement of the County's Performance Outcome Goals.
17. Contractor shall provide Substance Use Disorder (SUD) screening, assessment and referrals in addition to developing internal staff expertise related to SUD services.
18. Service Authorization Requests (SARS) are to be authorized for Kin-GAP and AAP only.
19. Contractor must ensure that all Presumptive Transfer documentation has been received for out of county Medi-Cal beneficiaries prior to placement in the STRTP.

20. It is expected that the contractor shall provide covered SMHS in accordance with requirements of Assembly Bill 1299 (AB1299)/Presumptive Transfer. The contractor will implement a tracking system to ensure compliance with regulations and use the tracking system to report this information monthly, as well as in the mid and year end reports.
21. Contractor shall coordinate services, site changes, personnel reassignments, and caseload capacity with the Quality Assurance Unit.
22. Contractor shall actively engage in discharge planning for each Medi-Cal beneficiary from the day of admit to the STRTP, coordinating this with the members of the CFT. Discharge planning shall be a focus throughout treatment.
23. Contractor shall ensure that Medi-Cal beneficiaries transfer or step down to the appropriate level of service upon discharge from the STRTP.
24. Contractor shall assign one or more agency representatives to attend the County's scheduled Quality Improvement Committee (QIC).
25. Participate in monthly contract provider check ins with the County.

B. PERFORMANCE OUTCOMES

1. It is expected that the youth's ability to function in the home, school and community will improve as indicated by youth report, caregiver report, school report/records, therapist evaluation.
2. It is expected that clients and families served by Contractor through this Agreement will report an overall positive response on consumer satisfaction surveys of at least 85%. Copies of the completed surveys should be clearly labeled and forwarded to County's Quality Assurance Unit.
3. It is expected that Contractor will have 85% or greater positive response on the consumer satisfaction survey for youth when asked the following question: "I am better able to cope when things go wrong."
4. It is expected that 90% of youth placed at the STRTP will have an assessment to determine eligibility for SMHS within five (5) business days of the placement at the STRTP. Contractor shall utilize a tracking system to measure this requirement. For good cause, Contractor shall notify the Quality Assurance Unit when unable to meet the assessment expectation.
5. It is expected that Contractor provides services and a stable environment in which youth can successfully transition into a lower level of placement with at least partially met treatment goals:
 - a. Within six (6) months (25%)

- b. Not within six (6) months (25%)
6. It is expected that the Contractor will provide data on what placement and services youth are discharging into.
 7. It is expected that youth at the STRTP will be provided services utilizing an Evidence Based Practice and that Contractor shall provide outcomes to County from that practice and the associated tool.
 8. For those youth who remain in treatment at the STRTP for a six (6) month period or longer, it is expected that they will have a reduction in psychiatric hospitalizations during treatment at the STRTP in comparison to the six (6) month period prior to placement at the STRTP.
 9. It is expected that 30% of the youth receiving treatment at the STRTP will show progress in the three (3) areas on the CANS that have the highest percentage of youth with an actionable need on the initial CANS during the reporting period. The Contractor shall report CANS outcomes in the mid-year and end of year reports.
 10. It is expected that 90% of youth who have successfully completed treatment have a scheduled appointment for outpatient services within fourteen (14) business days of discharge.
 11. It is expected that 80% of children receiving services will have a Primary Care Physician (PCP) noted in the database.
 12. It is expected that the Contractor will make Primary Care Physician (PCP) contact for 70% of those children receiving services with PCP's during the term of this Agreement.
 13. Contractor shall work toward BHRS standard with regard to timeliness of service documentation from 0-3 day in the EHR. Contractor shall meet compliance standards of 90% and report out data at Mid-Year and Year-End Reports.

C. AUTHORIZATION

1. All services must have prior authorization by County's Utilization Management. Services Shall be authorized only for those clients noted as Severely Mentally Ill or Severely Emotionally Disabled. All mild to moderate cases shall be referred to the appropriate Medical Managed Care Plan.
2. Contractor shall complete and authorize initial Client Care Plan. At any time, County may require the authorization of an initial Client Care Plan be done through Utilization Management. Each subsequent Client Care Plan shall be submitted to Utilization Management prior to the expiration of the previous authorization to receive a new authorization for the upcoming year.

D. NONDISCRIMINATION

1. During the performance of this Agreement, Contractor and its officers, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment, unpaid intern, volunteer, independent contractor, or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age (over 40), political affiliation or belief, gender/sex, sexual orientation, gender identity, gender expression, or military or veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Federal Regulations.
2. Consistent with the requirements of applicable Federal or State Law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of clients, assignment of accommodations, treatment, evaluation, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age (over 40), sexual preference, or mental or physical disability (including individuals with AIDS or those with a record of or who are regarded as having a substantially limiting impairment), or medical condition (cancer-related), pregnancy related condition, or political affiliation or belief. This policy shall be in writing, in English and Spanish. It shall be posted in all public areas.
3. Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
4. Contractor shall provide a system by which recipient of service shall have the opportunity to express and have considered their views, grievance, and complaints regarding Contractor's delivery of services.

E. BILLING AND PAYMENT

1. County shall reimburse Contractor for only those services that were authorized and approved by local or State entities. County shall reconcile payments, which have been made for these services, periodically. The reconciliation will be based upon the total authorized and approved units of service captured in County's Electronic Health Record (EHR).
2. Upon request by County, Contractor shall repay County for audit exceptions as a function of BHRS, State, or Federal Medi-Cal audits which occur within the next five (5) fiscal years for the applicable fiscal year, within thirty (30) days from date of request, unless otherwise

negotiated with County.

3. Payment by County to Contractor shall be payment in full for services provided and documented fully.
4. Contractor shall hold harmless both the State and Medi-Cal beneficiaries in the event County cannot or will not pay for services performed by Contractor pursuant to this Agreement.
5. Both parties acknowledge that the State of California will continue to seek State or Federal revenue enhancements throughout the term of this Agreement. If a specific strategy adopted by the State affects the funding that County uses to support this Agreement, the parties agree to re-negotiate the applicable terms.
6. Final payment for services provided under the terms of this Agreement may be withheld pending fiscal reconciliation.
7. In consideration of Contractor's provision of services under the terms of this Agreement, the total maximum amount payable for all salaries, benefits and other operating costs shall not exceed \$100,000 during the term of this Agreement. County shall reimburse Contractor as detailed in the following:
8. County shall reimburse Contractor for any undisputed invoices, which County and Contractor agree represent the costs of delivering the services required under the terms of this Agreement for the period covered by the invoice, within 45 days of invoice receipt. Contractor agrees that the monthly invoices represent an estimate of the actual program costs and not a final settlement for the costs of delivering the services under the terms of this Agreement. Contractor shall manage the program operations and program costs to insure the provision of services for the full term of this Agreement.
9. Monthly invoices shall be equal to the monthly program costs for delivering the services required under the terms of this Agreement. Contractor shall provide a monthly expenditure report to accompany the invoice in support of the program costs.
10. Contractor shall submit invoices and expenditure reports electronically to lrumpf@mariposacounty.org, or by mail to the following address:
 - a. Mariposa County Behavioral Health & Recovery Services (MCBHRS)
5362 Lemee Lane
Mariposa, CA 95338
Attention: Lynn Rumpf
11. FFP revenue projections are based on year to date actual approved and authorized Medi-Cal units of service. Denied, disallowed, and unauthorized units shall be considered as non-contributory towards Contractor's generation of FFP.

12. In the event denied, disallowed and unauthorized units increase Contractor's stated "County Net Cost", Contractor shall be liable for these increased costs. Actual and projected FFP revenue shall be reviewed at regular monitoring meetings by County and Contractor during the term of this Agreement. In the event the FFP revenue projected through the term of this Agreement does not meet the budgeted amount necessary to support the program expenditures, Contractor shall submit a plan to increase the FFP revenue or reduce the operating costs of delivering the services required in this Agreement.
13. Contractor shall submit a fiscal year-end cost report to County, upon request from County, by September 30th following the close of a fiscal year. County shall process a preliminary settlement to the Contractor's actual costs of delivering the services and estimated Medi-Cal units of service produced during the term of this Agreement in approximately January. County and Contractor shall agree that the approved units of services from the County Electronic Health Record and the actual program costs are the actual services and costs used for purposes of this contract and final cost report settlement. After completing its preliminary settlement, County shall notify Contractor if funds are due to the Contractor. If funds are due to County, County shall invoice Contractor and Contractor shall return the overpayment to County. During the multiple phases of the cost report reconciliation and settlement process, FFP revenue loss on any denied, disallowed and unauthorized units resulting in the Contractor exceeding the Net County Cost specified herein in Section D of Exhibit A, as well as any units denied, disallowed and unauthorized as a result of state or federal audits shall be billed to the Contractor. Settlement is limited to the Contract Maximum and is also limited to the Net County Cost after applying the FFP revenue.
14. Contractor shall be at risk for shortfalls in FFP revenue and is therefore accountable for submitting/entering services that are eligible for reimbursement into the County Electronic Health Record (EHR).
15. Any recoupment of funds by DHCS of contractor services are subject to recoupment of the contractor, as a result of state or federal audits.

F. CREDENTIALING AND RE-CREDENTIALING

Contractor must ensure that each of its network providers is qualified in accordance with current legal, professional, and technical standards, and is appropriately licensed, registered, waived, and/or certified. Providers must be in good standing with the Medicaid/Medi-Cal programs. Any provider excluded from participation in Federal health care programs, including Medicare or Medicaid/Medi-Cal, may not participate in County's provider network.

The uniform credentialing and re-credentialing requirements in the MHSUDS Information Notice 18-019 apply to all licensed, waived, or registered mental health providers and licensed substance use disorder services providers contracting with County to deliver Medi-Cal covered services.

1. Credentialing:

- a. For all licensed, waived, registered and/or certified providers, Contractor must verify and document the following items through a primary source as applicable. The listed requirements are not applicable to all provider types. When applicable to the provider type, the information must be verified by Contractor unless Contractor can demonstrate the required information has been previously verified by the applicable licensing, certification and/or registration board.
 - i. The appropriate license and/or board certification or registration, as required for the particular provider type;
 - ii. Evidence of graduation or completion of any required education, as required for the particular provider type;
 - iii. Proof of completion of any relevant medical residency and/or specialty training, as required for the particular provider type; and
 - iv. Satisfaction of any applicable continuing education requirements, as required for the particular provider type.
- b. In addition, Contractor must verify and document the following information from each provider, as applicable, but need not verify this information through a primary source:
 - i. Work history;
 - ii. Hospital and clinic privileges in good standing;
 - iii. History of any suspension or curtailment of hospital and clinic privileges;
 - iv. Current Drug Enforcement Administration identification number;
 - v. National Provider Identifier number;
 - vi. Current malpractice insurance in an adequate amount, as required for the particular provider type;
 - vii. History of liability claims against the provider;
 - viii. Provider information, if any, entered in the National Practitioner Data Bank, when applicable. See <https://www.npdb.hrsa.gov/>;
 - ix. History of sanctions from participating in Medicare and/or Medi-Cal: providers terminated from either Medicare or Medi-Cal, or on the Suspended and Ineligible Provider List, may not participate in County's provider network. This list is available at: <http://files.medical.ca.gov/pubsdoco/SandILanding.asp>; and
 - x. History of sanctions or limitations on the provider's license issued by any state's agencies or licensing boards.

2. Attestation

- a. For all providers who deliver covered services, each provider's application to contract with County must include a signed and dated statement attesting to the following:
 - i. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;
 - ii. A history of loss of license or felony conviction;

- iii. A history of loss or limitation of privileges or disciplinary activity;
- iv. A lack of present illegal drug use; and
- v. The application's accuracy and completeness.

3. Re-credentialing

- a. County will maintain credential record. Provider must notify County within 24 hours of any change of status.

4. Any licenses, certificates, or permits required by the Federal, State, County, or municipal governments for Contractor to provide the services and work described in this Agreement must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits shall be procured and maintained in force by Contractor at no expense to County.

G. MEDI-CAL CERTIFICATION

1. Contractor shall maintain certification as an organizational provider of Medi-Cal Specialty Mental Health Services in compliance with all federal and state laws and regulations pertaining to Short Doyle Medi-Cal during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal Specialty Mental Health Services as claimed. Contractor shall also notify the County's Quality Assurance Unit in writing of anticipated changes at least sixty (60) days prior to such change. Such changes could include; a change in ownership, a change in location, any planned structural changes require a new fire clearance and when medications will be administered or dispensed from the Contractor site. A Medi-Cal site certification review is required for all new locations. A review can only be conducted after a fire clearance on the new site is obtained. All Medi-Cal billing for services at locations not yet certified shall be suspended until a fire clearance is received and certification has been concluded. Contractor may not be reimbursed for services provided which are not Medi-Cal billable.
2. The storage and dispensing of medications on site shall be in compliance with all pertinent State and Federal standards.

H. CULTURAL COMPETENCY

1. Contractor shall ensure that cultural competency is integrated into the provision of services. The terms of this section of the Agreement shall be reviewed during contract monitoring meetings.
2. County will maintain the current Cultural Competence Plan Requirement (CCPR) and its updates on the County website. Contractor shall review and attend trainings as outlined.

3. Contractor shall adhere to the provisions of the County CCPR, as submitted and updated, and provide information as required for submitting and updating the CCPR.
4. Contractor shall document evidence that interpreter services are offered and provided for threshold languages at all points of contact. Contractor shall also document the response to the offer of interpreter services.
5. Contractor shall document its certified bilingual staff, including their title and languages and shall have the documentation readily available. Protocols on how to request interpreters shall be in place and documentation shall be provided.
6. Contractor shall have knowledge of the County's Cultural Competence Program. Contractor shall either adopt the County's Cultural Competence Program or if they maintain their own program, they shall provide evidence that their program aligns with the County's program and expectations. Evidence shall be provided at annual reviews or at on-going monitoring activities.
7. Cultural Competence training opportunities will be shared by the County. If Contractor develops their own trainings or attends offsite trainings, approval from the County's Quality Assurance Unit shall be documented to ensure that the training meets cultural competence guidelines.
8. Contractor is responsible for tracking all contracted staff's cultural competence trainings and documentation shall be readily available during monitoring visits and at on-going monitoring activities. Documentation should include evidence of monitoring and oversight, including but not limited to attendance tracking, records, sign in sheets, protocols, and action steps for staff that has not met cultural competence requirements as delineated in the County's Cultural Competence Program.

I. QUALITY MANAGEMENT

1. Contractor shall be in full compliance with County's Quality Management Plan and Compliance Program. County shall have access to, and conduct audits and reviews of, Contractor's records, policies and procedures, incident reports, and related activities it deems necessary to support these functions.
2. Contractor and County, to the extent feasible, shall include their respective Quality Management staff in each other's Quality Management activities. Such activities shall include, but not be limited to, Quality Improvement Councils, chart audits, program compliance reviews, and Medi-Cal certifications.
3. Contractors are to report any unusual occurrence and/or adverse incidents in a timely manner according to the Mariposa County Behavioral Health and Recovery Services Unusual

Occurrence reporting policy.

J. COMPLIANCE

1. County has accepted as policy a Compliance Plan which addresses compliance with Federal, State, and local laws, regulations, rules and guidelines. It is expected that Contractor shall maintain a similar compliance plan for its organization, which is consistent with County's Plan.
2. Contractor shall ensure that compliance is integrated into the provision of services. This shall be reviewed during contract monitoring meetings.
3. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.
4. Contractor shall comply with the provisions of Title 42, CFR, Section 438.610 and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes parties listed on the General Services Administration's list of parties excluded from federal procurement or non-procurement programs from having a relationship with Contractor.
5. Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal financial participation is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.
6. Contractor shall not allow services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U. S. Department of Health and Human Services, Office of the Inspector General (OIG), the Excluded Parties List System/System Award Management (EPLS/SAM) databases and the California State Medi-Cal Suspended and Ineligible Provider List (S&I), maintained by the California Department of Health Care Services.
 - a. Contractor shall insure that all officers, employees, subcontractors, agents or other individuals or entities are not on the two lists in this section at the time of hiring. If they are on either or all of the three lists, they will not be hired to perform any duties under this agreement. Contractor agrees to provide evidence of verification prior to entering into the Agreement and/or upon request of the County.
 - b. Contractor shall thereafter monthly insure that all officers, employees, subcontractors, agents or other individuals or entities are not on the two lists in this section or any exclusions databases that may be mandated by the Federal and/or State government within the duration of this Agreement. Contractor is to submit evidence of monthly

reporting as part of the Monitoring process referenced below.

Contractor shall immediately notify the County upon discovery of any officer, employee, subcontractor, agent or other individual or entity who are found on any of the three lists in this section. In the event of this discovery, Contractor also agrees to immediately cease the staff member from performing services, that the staff member will be restricted from submitting a claim for any Medi-Cal services and that the Contractor will internally address any corrective and/or disciplinary action in regards to this staff member.

- c. County provides to Contractor the following references to the two lists found in this section. County does not guarantee that these references will not change from time to time.
 - i. OIG list is currently found at the following web address:
<http://exclusions.oig.hhs.gov/>
 - ii. A link to the S&I list is currently found at the following web address:
<http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp> Near the bottom of the page click, on the “Suspended & Ineligible Provider List.”
 - iii. A link to the EPLS/SAM list is currently found at the following web address:
<https://www.sam.gov/portal/SAM/#1>

Pursuant to Section 6032 of the Deficit Reduction Act of 2005, CONTRACTOR shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act.

K. REPORTING

1. Contractor shall enter all required data into the County’s Electronic Health Record (EHR). Data must be entered by the third working day after the service. County may withhold payment for services until the entry of data is current. Claims that are not brought current within one year post service will not be eligible for payment.
2. Contractor shall prepare and submit a year-end Medi-Cal cost report for each fiscal year, as required by the California Department of Health Care Services, no later than September 30th. County shall provide the appropriate report forms. If necessary, technical assistance must be requested and will be provided no later than thirty (30) days before the date the report is due.
3. Contractor shall submit a mid-year program report electronically to the following email address: lrumfelt@mariposacounty.org by February 15th of each year. The report shall include data related to performance outcomes, cultural competency integration, challenges and the strategies employed to overcome them.
4. Contractor shall submit a year-end program report electronically to the following email address: lrumfelt@mariposacounty.org by August 15th of each year. The report shall include a summary of the year’s events; an update on the challenges and strategies; evidence of meeting contract outcomes; update of cultural competency activities; staff training, number and percentage of staff that have received HIPAA training; number of complaints regarding

breach of confidentiality and disclosures of PHI, number of internal incidents of disclosure discovered, description of incident, action taken to mitigate risk, outcome of incident; evidence of use of the Language Line and interpreters; and inventory list.

5. Contractor shall submit an annual report on Contractor's staff language and ethnicity as of the payroll period ending closest to December 1st each year. This report shall be submitted electronically to BHRS Contract Services by December 31st each year to the following e-mail address; lrumfelt@mariposacounty.org
6. Contractor shall report all incidents of client suicides, homicides, or other unusual occurrences resulting in serious harm to clients or staff, using the Outpatient Incident/Occurrence Reporting Form. Such forms shall be faxed to County's BHRS Quality Assurance Supervisor within twenty-four (24) hours of time of occurrence or as soon as possible.
7. Contractor shall provide County with any other reports, which may be required by State, Federal or local agencies for compliance with this Agreement.
8. Contractor shall establish and maintain accounting and fiscal practices that comply with its obligations pursuant to Section 1840.105, Chapter 11, Medi-Cal Specialty Mental Health Services and Title 9, California Code of Regulations.

L. PERSONNEL

1. Contractor shall adhere to the Statement of Compliance as specified in the attached Statement of Compliance Exhibit.
2. All Contractor staff providing services under the terms of this Agreement shall have successfully passed a criminal background check appropriate to their job classification and duties. Contractor shall not knowingly allow services to be provided under the terms of this Agreement by any person convicted of financial fraud involving Federal or State funds.
3. Contractor assures County that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
4. All personnel rendering services under this Agreement shall be employed by, or under contract to Contractor, and shall be appropriately supervised. Services shall be under the direction of Contractor's Clinical Director or employee who shall be a licensed mental health professional or other appropriate individual as described in Sections 622 through 630 of Title 9, of the California Code of Regulations.

5. All staff providing service under registration with the California State Board of Behavioral Health Science, or the Board of Psychology, shall be supervised by a licensed mental health professional, i.e., a Licensed Clinical Social Worker; Marriage Family Therapist; or Clinical Psychologist.
6. All staff providing services under this Agreement must obtain a National Provider Identifier (NPI).
7. Contractor shall ensure a process for credentialing of licensed staff is in place, which includes at a minimum, background checks and license verification.
8. Contractor shall follow County's procedures for registering and terminating Contractor staff from the County's Electronic Health Record (EHR). This shall include the Contractor providing County with the Contractor's staff information necessary for billing in the County EHR in a manner designated by the County, including submitting completed registration forms and copies of current licenses.
9. Contractor shall provide County with the name, a copy each of the Curriculum Vitae, Medical License, and DEA Certificate of each new physician providing services under this Agreement at least two (2) weeks prior to the provision of service.
10. All Contractor staff transporting clients under the terms of this Agreement shall have received and possess a valid California Driver's License and, if not covered by Contractor for automobile liability insurance, shall maintain at least the current California state minimum coverage.
11. Contractor's staff shall be linguistically and culturally qualified to meet the current and projected needs of the client community. Contractor shall ensure that staff providing bilingual services are fluent in their identified language.
12. Contractor will be responsible for providing training to their respective staff on County's Advanced Medical Directives policies and procedures.

M. CODE OF ETHICS

1. Contractor's Code of Ethics shall be consistent with County's Code of Ethics, a copy of which will be provided to Contractor annually.

N. WORKPLACE REQUIREMENTS

1. Contractor shall maintain a safe facility that is as free from safety hazards as is possible. Any reporting of unsafe working conditions by employees or others shall be immediately appraised and addressed.
2. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
 - a. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
 - b. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994
3. Contractor hereby certifies that it complies with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and provides a drug-free workplace.
4. 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 Agreements if the County determines that any of the following has occurred: (1) Contractor has made a false certification or, (2) violates the certification by failing to carry out the requirements as noted above.

O. PATIENTS' RIGHTS AND PROBLEM RESOLUTION

1. Pursuant to 42 C.F.R. § 438.100, Contractor shall take beneficiaries rights into account when providing services, including the right to:
 - a. Receive information in accordance with 42 C.F.R. § 438.10.
 - b. Be treated with respect and with due consideration for his or her dignity and privacy.
 - c. Receive information on available treatment options and alternatives, presented in a manner appropriate to the beneficiary's condition and ability to understand.

- d. Participate in decisions regarding his or her health care, including the right to refuse treatment.
 - e. Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation.
 - f. Request and receive a copy of his or her medical records, and to request that they be amended or corrected, as specified in 45 C.F.R. §§ 164.524 and 164.526.
 - g. To be furnished services in accordance with 42 C.F.R. §§ 438.206 through 438.210.
 - h. To freely exercise his or her rights, and the exercise of those rights will not adversely affect the way the Contractor and its providers or the Department treat the beneficiary.
2. Contractor shall comply with all relevant rules, regulations, statutes, and County policies and procedures related to individuals' rights to a grievance process, an appeal process, and an expedited appeal process.
 3. Contractor shall comply with the County Medi-Cal beneficiary problem resolution process as stated in the County Beneficiary Handbook. This does not preclude Contractor's commitment to resolve problems or complaints by Medi-Cal beneficiaries at the informal level as simply and quickly as possible. Nothing in this Agreement shall prevent Medi-Cal beneficiaries from utilizing the County's and other rights and processes regarding grievances and appeals, which are guaranteed by statute.
 4. Contractor shall ensure that each beneficiary has adequate information about the Contractor's processes to include at a minimum:
 - a. Description of grievance and appeal process;
 - b. Posting notices explaining the process procedures;
 - c. Making grievance forms and appeal forms along with self-addressed envelopes available for beneficiaries at Contractor sites;
 - d. Making interpreter services and TDD/TTY available to beneficiaries during normal business hours.
 5. No provision of this Agreement shall be construed to replace or conflict with the duties of County's Patients' Rights Advocates as described in Section 5520 of the Welfare and Institutions Code.

P. CONFIDENTIALITY AND INFORMATION SECURITY

1. Contractor and its officers, employees, agents representative, subcontractors and all others acting on behalf of Contractor shall comply with applicable laws and regulations, including but not limited to Section 14100.2 and 5328 et seq. of the California Welfare and Institutions (W&I) Code, and 45 CFR Parts 160, 162, and 164 regarding the confidentiality and security of individually identifiable health information as required by the attached Confidentiality and Information Security Exhibit of this Agreement.

2. Records shall be disclosed only in accordance with all applicable State and Federal laws and regulations, including those relating to the privacy of protected health information, confidentiality of medical records, patient consents to release information, and the therapist-patient privilege. Such information shall be used only for appropriate claims and quality management purposes, unless specifically authorized by the client. Confidentiality regulations shall apply to all electronic media.

Q. MONITORING / REVIEW ASSISTANCE

1. Contractor agrees to maintain books, records, documents, and other evidence necessary to facilitate contract monitoring and audits pursuant to Section 640, Title 9, Division 1, Chapter 3, Article 9, of the California Code of Regulations and the policies of Behavioral Health and Recovery Services.
2. Contractor agrees that the County shall have access to facilities, program documents, records, staff, clients/patients, or other material or persons the County deems necessary to monitor and audit services rendered
3. Contractor shall provide any necessary assistance to County in its conduct of facility inspections, and operational reviews of the quality of care being provided to beneficiaries, including providing County with any requested documentation or reports in advance of a scheduled on-site review. Contractor shall also provide any necessary assistance to County and the External Quality Review Organization contracting with the California Department of Health Care Services (DHCS) in the annual external quality review of the quality of care, quality outcomes, timeliness of, and access to, the services being provided to beneficiaries under this Agreement. Contractor shall provide a corrective action plan when requested and correct deficiencies as identified by such inspections and reviews according to the time frames delineated in the resulting reports

R. RECORDS

1. Contractor shall participate in County's outpatient electronic medical records system. Accordingly, all necessary recording and charting of the provision of services and related documentation shall be entered in the County's medical record which shall be the sole medical record used by Contractor in providing services pursuant to this Agreement.
2. Contractor shall comply with County's medical record policies and procedures including, but not limited to, those related to requesting and transporting records, filing, and security. Further, Contractor shall comply with County's documentation protocols and use of forms. County shall provide training, support, and technical assistance if needed.

- a. Contractor shall adhere to all policies and standards related to appropriate documentation and timeliness of documentation in client's medical record chart.
3. Clinical records shall be maintained according to County standards, policies and procedures and Short-Doyle Medi-Cal regulations. For each client who has received services, a legible record shall be kept in detail which permits effective quality management processes and external operational audit processes, and which facilitates an adequate system for follow-up treatment.
4. Clinical records shall be the property of County, and maintained by Contractor in accordance with County standards.
5. The Contractor shall be subject to the examination and audit of the Department or California State Auditor for a period of three years after final payment under agreement (Government Code § 8546.7).
6. Contractor shall allow the Department, DHCS, HHS and the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Agreement, and to inspect and evaluate, and audit any and all books, records, and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time during normal business hours. Books and records include, but are not limited to, all physical records originated or prepared pursuant to the performance under this Agreement including working papers, reports, financial records and books of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries. Upon request, at any time during the period of this contract, the Contractor shall furnish any such record, or copy thereof, to the Department, DHCS, or HHS. Authorized agencies shall maintain the confidentiality of such books and records in accordance with applicable laws and regulations.
7. These books and records shall be maintained for a term of at least ten (10) years after final payment is made and all pending matters closed, or, in the event the Contractor has been duly notified that the County, State, HHS, or the Comptroller General of the United States, or their duly authorized representatives, have commenced an audit or investigation of the contract, until such time as the matter under audit or investigation has been resolved, whichever is later.

S. FINANCIAL RELATIONSHIPS

1. Contractor shall maintain program statistical records in the manner required by the County, California Department of Health Care Services, and applicable licensing agencies, and make such records available to County upon request.
2. Contractor shall maintain accurate accounting records of its costs and operating expenses. Such records shall be maintained until State audit findings are resolved. They shall be open to inspection by County, the Grand Jury, the State Controller, and the State Director of the Department of Health Care Services, or any of their deputies.
3. Contractor shall have an audit conducted by an independent auditing firm that shall be executed, if applicable, to comply with the Single Audit Act and the auditing reporting requirements set forth in OMB Circular A-133. This audit shall be submitted to County within one hundred twenty (120) days after the end of the Contractor's fiscal year.
4. Contractor shall adhere to Title XIX of the Social Security Act, and conform to all other applicable Federal and State statutes and regulations.

T. FEDERAL EQUAL OPPORTUNITY REQUIREMENTS

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, drug abuse, alcohol abuse or alcoholism, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, drug abuse, alcohol abuse or alcoholism, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, drug abuse, alcohol abuse or alcoholism, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

2. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, drug abuse, alcohol abuse or alcoholism, disability, age or status as a disabled veteran or veteran of the Vietnam era.
3. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212), The Drug Abuse Office and Treatment Act of 1972, as amended, The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616, as amended, and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
4. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
5. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

U. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

1. Contractor and its Subcontractors that provide services covered by this Agreement shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. The County is authorized to terminate a contract, without penalty, if the contractor: (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award and/or sub awards under the award.

V. ELECTRONIC HEALTH RECORD REQUIREMENTS

1. Contractor shall utilize the county approved EHR.
2. County shall invoice the contractor for each new staff license required at the current EHR contract rate, currently \$3,211.00 per license.
3. Contractor shall ensure that staff are assigned an individual license per user.
4. Contractor shall maintain the following minimum network requirements:

Workstation Requirements	
Processor	Intel Processers are recommended
Memory	Minimum of 4GB if RAM with 8GB or more highly recommended
Operating System	PC: Microsoft Windows 10 Professional, higher or latest industry version available; Apple macOS: Mojave Version 10.14 or later; Apple iPad: iOS Version 12.4 or later
Internet Browsers	Latest version of Google Chrome, Internet Explorer or Mozilla Firefox. Safari Browser is not supported.
Computer/Tablets	Any computer or tablet that is running the compatible internet browsers above.
Anti-Virus/ Internet Security	Latest version/up to date anti-virus and internet security software.

Exhibit B
COST PROPOSAL

The Contractor will invoice Behavioral Health and Recovery Services (**BHRS**) division within Mariposa County Health and Human Services Agency (**HHSA**) monthly based on hourly totals. Services will be provided at a rate of \$148.80 per hour. HHSA will reimburse at a rate of \$275.10 for medication management services provided by a licensed psychiatrist. The rate may increase to 10% during the agreement period and will be effective on the date of services. The contractor is not to exceed \$300,000.

Exhibit C
CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS FOR DIRECT
SERVICE PROVIDERS

1. As a covered entity, the Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code and with the privacy and security requirements of Title II of the Health Insurance Portability and Accountability Act of 1996, (Public Law 104-91) , also known as “HIPAA”, and Title XIII of the American Recovery and Reinvestment Act of 2009, (Public Law 111-5) , “the ARRA/HITECH Act” or “the HITECH Act”, as these laws may be subsequently amended, and implementing regulations enacted by the Department of Health and Human Services at 45 CFR Parts 160-164 , and, regulations enacted with regard to the HITECH Act. The foregoing laws and rules are sometimes collectively referred to hereafter as “HIPAA”.
2. Permitted Uses and Disclosures of IIHI by the Contractor.
 - A. *Permitted Uses and Disclosures.* Except as otherwise provided in this Agreement, the Contractor, may use or disclose IIHI 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. *Specific Uses and Disclosures Provisions.* Except as otherwise indicated in the Agreement, the Contractor may:
 - (1) Use and disclose IIHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such use and disclosures are permitted by law.
 - (2) Use IIHI to provide data aggregation services to County. Data aggregation means the combining of IIHI created or received by the Contractor for the purposes of this Agreement with IIHI received by the Contractor in its capacity as the Contractor of another HIPAA covered entity, to permit data analyses that relate to the health care operations of County.
3. Responsibilities of the Contractor.

The Contractor agrees:

 - A. *Safeguards.* To prevent use or disclosure of IIHI other than as provided for by this Agreement. The 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 the Contractor’s operations and the nature and scope of its

activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the IIHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of IIHI other than as provided for by this Agreement. The Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time.

The Contractor shall restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only.

The Contractor shall not transmit confidential, personal, or sensitive data via email or other Internet transport protocol over a public network.

The Contractor shall protect all the hardware and electronic media that contain electronic protected health information (EPHI). This includes, but is not limited to, personal computers, PDAs, laptops, storage systems, back up tapes, CD-ROM disks, and removable disks. EPHI shall not be stored on laptops except as a temporary measure when capturing or creating information in the field. Such information shall be encrypted for protection and deleted after printing or transfer to a secure network server.

Contractors that transmit EPHI outside the County wide area network (WAN) are responsible for ensuring the information is safeguarded by using encryption when using the public internet or a wireless device.

- B. *Mitigation of Harmful Effects.* To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of IIHI by Contractor or its subcontractors in violation of the requirements of this Agreement.
- C. *Agents and Subcontractors of the Contractor.* To ensure that any agent, including a subcontractor to which the Contractor provides IIHI received from County, or created or received by the Contractor, for the purposes of this contract shall comply with the same restrictions and conditions that apply through this Agreement to the Contractor with respect to such information.
- D. *Notification of Electronic Breach or Improper Disclosure.* During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of IIHI and/or data, where the information and/or data is reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to the County BHRS Privacy Officer, within five (5) business days of discovery. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the results of the investigation, including any corrective actions taken, and copies of all Notifications made as a result of the breach, to the

BHRS Officer, postmarked within thirty (30) calendar days of the discovery of the breach to the address below:

MCHHSA Compliance Officer
Behavioral Health and Recovery Services
5362 Lemee Lane
Mariposa, CA 95338
(209) 966-2000

- E. *Employee Training and Discipline.* To 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 IIHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.
4. Termination.
- A. *Termination for Cause.* Upon County's knowledge of a material breach of this Agreement by Contractor, County shall either:
 - (1) Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by County.
 - (2) Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or
 - (3) If neither cure nor termination is feasible, the BHRS Privacy Officer shall report the violation to the DHCS Information Security Officer of the Department of Health Care Services.
 - B. *Judicial or Administrative Proceedings.* County may terminate this Agreement, effective immediately, if (i) Contractor is found liable in a civil matter or guilty in a criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (ii) a finding or stipulation is made, in an administrative or civil proceeding in which the Contractor is a party, that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws.
 - C. *Effect of Termination.* Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all IIHI received from County that Contractor still maintains in any form, and shall retain no copies of such IIHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such IIHI to those purposes that make the return or destruction of such IIHI infeasible. This provision shall apply to IIHI that is in the possession of subcontractors or agents of the Contractor.

5. Miscellaneous Provisions.

- A. *Disclaimer.* County makes no warranty or representation that compliance by Contractor with this Agreement, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of IIHI.
- 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 County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against County, its directors, officers or employees for claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where Contractor or its subcontractor, employee, or agent is a named adverse party.
- C. *No Third-Party Beneficiaries.* 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 County or Contractor and their respective successors or assignees, any rights remedies, obligations or liabilities whatsoever.
- D. *Interpretation.* The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable 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 applicable laws.
- E. *Regulatory References.* A reference in the terms and conditions of this Agreement to a section in the HIPAA regulations means the section as in effect or as amended.
- F. *Survival.* The respective rights and obligations of Contractor under Section 5.B of this Exhibit shall survive the termination or expiration of this Agreement.
- G. *No Waiver of Obligations.* No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Exhibit D
STATEMENT OF COMPLIANCE

- A. Contractor agrees, unless specifically exempted, to comply with Government Code Section 12900 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Employment of personnel shall be made solely on the basis of merit.
1. Action shall be taken to ensure applicants are employed, and employees are treated during employment, without regard to their race, religion, color, sex, national origin, age, physical or mental handicap. Such action shall include, but not be limited to, the following: Employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff; or apprenticeship. However, recruitment and employment of applicants shall reflect the ethnic and racial composition of the County, particularly those groups not previously, nor currently, having adequate representation in recruitment or hiring. There shall be posted, in conspicuous places, notices available to employees and applicants for employment provided by the County Officer responsible for contracts setting forth the provisions of the Equal Opportunity clause.
 2. All solicitations or advertisements for employees placed by or on behalf of Contractor and/or the subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, age, or physical or mental handicap.
 3. Each labor union or representative of workers with which the County and/or the subcontractor has a collective bargaining agreement, or other contract or understanding, must post a notice provided by the County Officer responsible for contracts, advising the labor union or workers representative of Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. In the event of noncompliance with the discrimination clause of this contract or as otherwise provided by State and Federal law, this contract may be canceled, terminated or suspended, in whole or in part, and Contractor and/or the subcontractor may be declared ineligible for further State contracts in accordance with the procedures authorized in the Behavioral Health and Recovery Service's Complaint Process.
 5. All provisions of Paragraph 1 through this paragraph 5 will be included in every subcontract unless exempted by rules, regulations or orders of the Director of the Behavioral Health and Recovery Services so such provisions will be binding upon each subcontractor. Contractor will take such action with respect to any subcontract as the State may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction by the State, Contractor may request in writing to the State, who, in turn, may request the United

- States to enter into such litigation to protect the interest of the State and the United States.
- b. Services, benefits and facilities shall be provided to patients without regard to their race, color, creed, national origin, sex, age or physical or mental handicap, and no one will be refused service because of inability to pay for such services.
 - 1. Nondiscrimination in Services, Benefits and Facilities: There shall be no discrimination in the provision of services because of color, race, creed, national origin, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by State and Federal law. For the purpose of the contract, distinctions on the grounds of color, race, creed, national origin, sex, or age include, but are not limited to, the following: denying a participant any service or benefit to the participant which is different, or is provided in a different manner or at a different time, from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to this receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he/she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The County and all subcontractors will take action to ensure intended beneficiaries are provided services without regard to color, race, creed, national origin, sex, age, or physical or mental handicap.
 - 2. Procedure for Complaint Process: All complaints alleging discrimination in the delivery of services by the County and/or the subcontractor because of race, color, creed, national origin, sex, age, or physical or mental handicap, may be resolved by the State through the State Department of Health Care Services' Action Complaint Process.
 - 3. Notice of Complaint Process: The County and all subcontractors shall, subject to the approval of the Behavioral Health and Recovery Services, establish procedures under which recipients of the service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the State Department of Health Care Services.
 - c. The County and any subcontractor will furnish all information and reports required by the Behavioral Health and Recovery Services and will permit access to books, records and accounts for purposes of investigation to ascertain compliance with above paragraphs.
 - d. The County and all subcontractors assure all recipients of service are provided information in accordance with provisions of Welfare and Institutions Code, Sections 5325 and 5325.1, and Sections 5520 through 5550, Cal. Code Regs., tit. 9 §§ 860 through 868, and 42 CFR § 438.100 pertaining to their rights as patients, that the County has established a system whereby recipients of service may file a complaint for alleged violations of their rights.
 - e. Contractor agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped

persons in all Federally-assisted programs or activities, as detailed in regulations signed by the Secretary of Health, Education and Welfare, effective June 3, 1977, and found in the Federal Register, Volume 42, Number 86, dated May 4, 1977.

Exhibit E
MHP CLAIMS CERTIFICATION AND PROGRAM INTEGRITY

TO: Mariposa County, Health and Human Services Agency

I HEREBY CERTIFY based on best knowledge, information, and belief to the following: An assessment of all Medi-Cal beneficiaries was conducted in compliance with the requirements established by the Mariposa County Mental Health Plan (MHP). The beneficiaries were eligible to receive Medi-Cal services at the time the services were provided to the beneficiaries. Medical necessity was established for each beneficiary for the services provided, for the timeframe in which the services were provided. A client plan was developed and maintained for each beneficiary that met all client plan requirements established by the MHP. For each beneficiary receiving day rehabilitation, day treatment intensive, or EPSDT supplemental specialty mental health services included in the claim, all requirements for MHP payment authorization have been met and reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established by the MHP. All documentation for services meets the standards established by the MHP and is in the clinical record.

I also certify based on best knowledge, information, and belief that all claims for services provided to Medi-Cal beneficiaries were, in fact, provided to those beneficiaries.

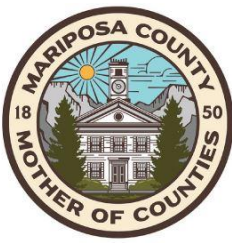
I understand that payment of these claims will be from Federal and/or State funds, and any falsification or concealment of a material fact may be prosecuted under Federal and/or State laws.

Name

Date

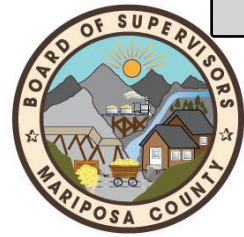
Title

Agency



MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2022-533

MEETING: September 20, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Agreement with Heritage Oaks Hospital to Provide Inpatient Services

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with Heritage Oaks Hospital, Inc. to Provide Inpatient Mental Health Rehabilitation Services for Mariposa County Health and Human Services Agency (HHSA) in an amount not to exceed \$100,000; and Authorize the Board of Supervisors Chair to sign the Agreement.

The County does not operate inpatient mental health rehabilitation facilities and therefore contracts out for such placements. Multiple contracts are necessary to meet the potential need for mental health emergency services because beds are in short supply throughout California. If the County limits the number of agreements, there would likely come a time that someone were in danger to themselves or others, and no bed space would be available.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The previous agreement with this contractor was approved by the Board on August 24, 2021 by Resolution Number 2021-494.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

FINANCIAL IMPACT:

This agreement will continue to be paid within the Behavioral Health budget unit. There is no impact to the County General Fund.

ATTACHMENTS:

Heritage Oaks Hospital Agreement 2023 - Wcsignature (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Marshall Long, District III Supervisor

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

AGREEMENT FOR ADULT PSYCHIATRIC INPATIENT 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 BHC Heritage Oaks Hospital, Inc. DBA Heritage Oaks Hospital ("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, 2022 and terminate on June 30, 2023 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform adult psychiatric inpatient 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 \$100,000. Contractor's rates are listed in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than \$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 with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

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

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

(5) **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all negligent or willful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:

BHC Heritage Oaks Hospital, Inc.
8001 Bruceville Road
Sacramento, CA 95823

COUNTY:

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

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

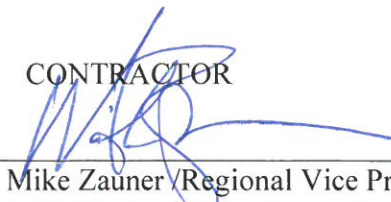
If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or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

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

COUNTY OF MARIPOSA

CONTRACTOR

Rosemarie Smallcombe, Chair
Board of Supervisors



Mike Zauner Regional Vice President
BHC Heritage Oaks Hospital

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

Danielle Bondshu
Clerk of the Board

Steven W. Dahlem
County Counsel

Exhibit A SCOPE OF WORK

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.

CONTRACTOR shall participate in concurrent reviews including phone consultation and provision of current status and progress notes. Failure to participate in concurrent review may result in a determination of not meeting medical necessity and denial of claimed day.

CONTRACTOR agrees to prescribe 30 days supply of required medication to Mariposa County Health and Human Services Agency (HHSA) clients upon discharge from Contractor's facility.

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.

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-
5328.1545 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)

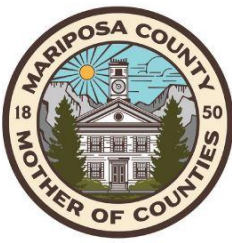
Security Breaches

All security breaches will be reported immediately to the Quality Assurance unit and DHCS via phone, fax, or mail within 48 hours. (as defined by the HITECH Act)

Exhibit B
COST PROPOSAL

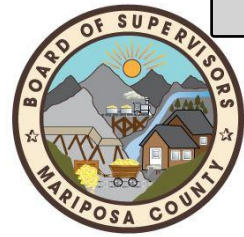
Daily rate for Fiscal Year 2022/2023:

- Managed/Medi-Cal beneficiary: **\$1022 per day** for adolescents and adults excluding the physician fee, beginning with the day of admission up to, but not including, day of discharge.
- Indigent/Short-Doyle/Non-Medi-Cal admissions: \$1,022 without psychiatric support services; \$1,127 per child per day with psychiatric support services; and \$1,126 per adult per day with psychiatric support services; beginning with the day of admission up to, but not including, day of discharge.
- Any applicable physician fees will be billed separately by the hospital at \$105.00 per day.
- The 2022-23 negotiated and contracted all-inclusive inpatient rate for Medi-Cal eligible individuals 22 to 64 years of age is \$1,126.00 per day for accommodation code 124 and includes room and board, psychiatric services, medication, laboratory fees, medical history and physical, and all ancillary medical and psychiatric services but excludes the day of discharge.
- Mariposa County Health and Humans Services Agency (HHSA) shall make one payment for applicable physician fees per patient to Contractor. Contractor will reimburse the attending psychiatrist out of the funds received from HHSA
- Administrative daily rate for Fiscal Year 2022/2023: \$726.86 per day for any Medi-Cal beneficiary admitted to Contractor's facilities, excluding doctor and professional fees, for day of admission up to, but not including, day of discharge.
- Contractor's claim shall be limited to the fixed rate per day noted above. In the event the Host County (Sacramento County) sets a new rate, HHSA and Contractor agree the newly set rates will supersede above stipulated rates on each applicable year. Contractor shall provide and copy of the executed host county rate letter. Rates will be effective on the applicable fiscal year.
- The rate structure utilized to negotiate the contract is inclusive of all services defined as psychiatric inpatient services in CCR, Title 9, Chapter 11, Section 1810.430 (d)(5), and the rate structure does not include non-hospital based physician or psychological services.
- The above rates are subject to increase based on the state approved rates in effect on the date of service.
- The total amount of the agreement is not to exceed \$100,000 for the term of the agreement.



MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2022-534

MEETING: September 20, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Behavioral Health Care Sierra Vista Hospital Agreement to Provide Inpatient Services to Mariposa Co

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with Behavioral Health Care Sierra Vista Hospital, Incorporated to provide inpatient psychiatric services to Mariposa County Health and Human Services Agency (HHSA) in an amount not to exceed \$100,000; and authorize the Board of Supervisors Chair to sign the Agreement.

Mariposa County does not operate inpatient residential facilities and therefore contracts for such placement. Multiple contracts are necessary because beds are in short supply throughout California. We have successfully contracted with this facility since 2009. Under this contract, HHSA will reimburse Behavioral Health Care Sierra Vista Hospital Inc. as stated in Exhibit B, with an annual amount not to exceed \$100,000 when services are required.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The previous Agreement with Behavioral Health Care Sierra Vista was approved by the Board on June 13, 2017, by Resolution No. 2017-375.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this contract is not approved, HHSA crisis response workers will have greater difficulty in placing clients who require emergency psychiatric hospitalization. This may negatively impact County residents and other clients who may require emergency psychiatric services.

FINANCIAL IMPACT:

The costs of this agreement were anticipated in the FY22/23 budget and will be paid in the mental health 402 budget. There is no impact to the County General Fund.

ATTACHMENTS:

Sierra Vista Agreement 2023 - Wcsignature (PDF)

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

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Marshall Long, District III Supervisor

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

AGREEMENT FOR ADULT PSYCHIATRIC INPATIENT 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 BHC Sierra Vista Hospital, Inc. DBA Sierra Vista Hospital ("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, 2022 and terminate on June 30, 2023 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform adult psychiatric inpatient 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 \$100,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than \$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 with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

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

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

(5) **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all negligent or willful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:

BHC Sierra Vista Hospital, Inc.
8001 Bruceville Road
Sacramento, CA 95823

COUNTY:

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

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

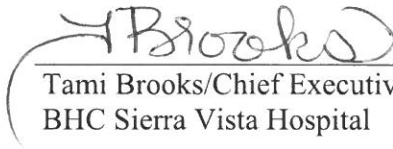
If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or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

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

COUNTY OF MARIPOSA

CONTRACTOR

Rosemarie Smallcombe, Chair
Board of Supervisors



Tami Brooks/Chief Executive Officer
BHC Sierra Vista Hospital

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

Danielle Bondshu
Clerk of the Board

Steven W. Dahlem
County Counsel

Exhibit A SCOPE OF WORK

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.

CONTRACTOR shall participate in concurrent reviews including phone consultation and provision of current status and progress notes. Failure to participate in concurrent review may result in a determination of not meeting medical necessity and denial of claimed day.

CONTRACTOR agrees to prescribe 30 days supply of required medication to Mariposa County Health and Human Services Agency (HHSA) clients upon discharge from Contractor's facility.

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.

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-
5328.1545 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)

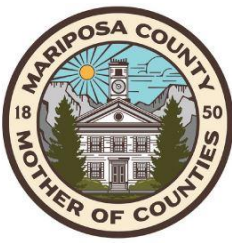
Security Breaches

All security breaches will be reported immediately to the Quality Assurance unit and DHCS via phone, fax, or mail within 48 hours. (as defined by the HITECH Act)

Exhibit B
COST PROPOSAL

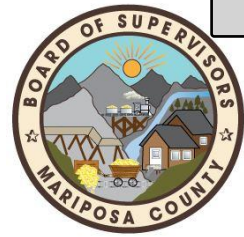
Daily rate for Fiscal Year 2022/2023:

- Managed/Medi-Cal beneficiary: **\$1022 per day** for adolescents and adults excluding the physician fee, beginning with the day of admission up to, but not including, day of discharge.
- Indigent/Short-Doyle/Non-Medi-Cal admissions: \$1,022 without psychiatric support services; \$1,127 per child per day with psychiatric support services; and \$1,126 per adult per day with psychiatric support services; beginning with the day of admission up to, but not including, day of discharge.
- Any applicable physician fees will be billed separately by the hospital at \$105.00 per day.
- The 2022-23 negotiated and contracted all inclusive inpatient rate for Medi-Cal eligible individuals 22 to 64 years of age is \$1,126.00 per day for accommodation code 124 and includes room and board, psychiatric services, medication, laboratory fees, medical history and physical, and all ancillary medical and psychiatric services but excludes the day of discharge.
- Mariposa County Health and Humans Services Agency (HHSA) shall make one payment for applicable physician fees per patient to Contractor. Contractor will reimburse the attending psychiatrist out of the funds received from HHSA
- Administrative daily rate for Fiscal Year 2022/2023: \$726.86 per day for any Medi-Cal beneficiary admitted to Contractor's facilities, excluding doctor and professional fees, for day of admission up to, but not including, day of discharge.
- Contractor's claim shall be limited to the fixed rate per day noted above. In the event the Host County (Sacramento County) sets a new rate, HHSA and Contractor agree the newly set rates will supersede above stipulated rates on each applicable year. Contractor shall provide and copy of the executed host county rate letter. Rates will be effective on the applicable fiscal year.
- The rate structure utilized to negotiate the contract is inclusive of all services defined as psychiatric inpatient services in CCR, Title 9, Chapter 11, Section 1810.430 (d)(5), and the rate structure does not include non-hospital based physician or psychological services.
- The above rates are subject to increase based on the state approved rates in effect on the date of service.
- The total amount of is not to exceed \$100,000 for the term of the agreement.



MARIPOSA COUNTY

HHS/Public Health • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2022-535

MEETING: September 20, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve the Maternal, Child and Adolescent Health Agreement

RECOMMENDATION AND JUSTIFICATION:

Approve the Maternal, Child, and Adolescent Health Agreement Funding Application (MCAH AFA); and Authorize the Health and Human Services Agency Director to Sign the Agreement and Any Subsequent Amendments or Documents Pertaining to This Grant (Subject to Approval as to Legal Form By County Counsel).

This Agreement is being signed by the Health and Human Services Agency Director at the request of the State.

The County has received funding through the Maternal, Child and Adolescent Health (MCAH) Grant for the past twenty consecutive years. The Grant dollar amount is usually around \$100,000 but varies slightly from year to year. The grant amount for FY 22/23 is expected to be approximately \$99,808.

The MCAH Program's mission "is to develop systems that protect and improve the health of California's women of reproductive age, infants, children, and adolescents, and their families". MCAH is one of four divisions within the California Department of Public Health's Center for Family Health Section. Twenty programs are currently administered by the California MCAH Division and are organized into program sections:

1. Maternal and Family Health Programs
2. Perinatal Health Program/Sudden Infant Death Program
3. Teen Pregnancy Prevention and Teen Parenting Programs
4. Children's Health Programs

The MCAH division maintains partnerships, contracts, and agreements with federal, state, and local agencies in both the public and private sector. All 58 counties and three cities within California have local MCAH Directors, who in collaboration with the Health Officer, manage the MCAH program. MCAH program and funding activities are funded through the State General Fund, the State Tobacco Tax, Federal Title XIX (Medicaid), and Federal Title V MCH Block Grant. The California Department of Public Health Center for Family Health administers the MCAH Program.

MCAH Program activities within the Mariposa County Health Department include the home based voluntary program serving a woman and her family during pregnancy and

after the birth of the child. It provides support services to get a newborn child off to a “Smart Start” in life.

A Health Department Nurse will visit each newborn child's home to help with:

- Reducing the risk of illness and injury
- Promoting nurturing parent-child relationships
- Improve the physical, intellectual and emotional growth of the newborn child
- Healthcare services and community resources

All Mariposa County residents are eligible. Smart Start is available at no cost to every pregnant woman and every family with children under the age of six. The primary goal is to improve the brain development and health of children.

MCAH promotes healthy living for mothers and their families in other programs such as Sudden Infant Death Syndrome (SIDS), Comprehensive Perinatal Service Program (CPSP), and Oral Health Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors previously approved the MCAH Program Application Funding Agreements on May 15, 2018 with Resolution 2018-221; July 12, 2016 with Resolution 2016-360; August 18, 2015 with Resolution # 2015-405; March 10, with Resolution # 2015-105.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board chooses not to authorize this funding agreement, the agency will forfeit the Maternal Child Adolescent Health funding and the benefit to the community.

FINANCIAL IMPACT:

There is no impact to the General Fund. Revenue and corresponding appropriations are included in the Fiscal Year 2022-2023 Budget 3467-401.

ATTACHMENTS:

FY 2223 MCAH AFA Documents (PDF)

FY 2223 MCAH SOW (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Marshall Long, District III Supervisor

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

FY 2022-2023 AGREEMENT FUNDING APPLICATION (AFA) CHECKLIST

Agency Name Mariposa County Health and Human Services Agency

Agreement # 202222

Program (check one box only) ☒ MCAH ☐ BIH ☐ AFLP ☐ CHVP

Please check the box next to all submitted documents.

All documents should be submitted by email using the required naming convention on page 2.

1. ☒ **AFA Checklist**
2. ☒ **Agency Information Form** | PDF version with signatures
3. ☒ **Attestation of Compliance with the Sexual Health Education Accountability Act of 2007** | signed PDF
4. ☒ **TXIX MCF Justification Letter** | see AFA cover letter for items that need to be included in this letter
5. ☒ **Budget Template** | submit for the next two upcoming Fiscal Years (22/23 and 23/24) list all staff (by position) and costs (including projected salaries and benefits, operating and ICR). Multiple tabs for completion include Summary Page, Detail Pages, and Justifications. Personnel must be consistent with the Duty Statements and Organizational Charts (Excel & signed PDF)
6. ☒ **Indirect Cost Rate (ICR) Certification Form** | details methodology and components of the ICR
7. ☒ **Duty Statements (DS)** | for all staff (numbered according to the Personnel Detail Page and Organization Chart) listed on the budget
8. ☒ **Organization Chart(s)** of the applicable programs, identifying all staff positions on the budget including their Line Item # and its relationship to the local health officer and overall agency
9. ☒ **Local MCAH Director Verification of Requirements Form** | (MCAH only)
10. ☐ **BIH Approval Letters** | submit most recent letter on State letterhead with state staff signatures, including waivers for the following positions:
☐ BIH Coordinator ☐ Other _____
11. ☒ **Scope of Work (SOW)** documents for all applicable programs (PDF/Word)
12. ☒ **Annual Inventory** | Form CDPH 1204
13. ☐ **Subcontractor (SubK) Agreement Packages** | submit Subcontract Agreement Transmittal Form, brief explanation of the award process, subcontractor agreement or waiver letter, and budget with detailed Justifications (required for all SubKs \$5,000 or more)
14. ☒ **Certification Statement for the Use of Certified Public Funds (CPE)** | AFLP CBOs and/or SubKs with FFP
15. ☐ **Government Agency Taxpayer ID Form** | only if remit to address has changed.
16. ☒ **Attestation of Compliance** with the Requirements for Enhanced Title XIX Federal Financial Participation (FFP) Rate Reimbursement for Skilled Professional Medical Personnel (SPMP) and their Direct Clerical Support Staff

Attachment: FY 2223 MCAH AFA Documents (RES-2022-535 : Approve the Maternal, Child and Adolescent Health Agreement)

File Naming Convention Example

Please save all electronic documents using the required naming convention below:

Agreement # (space) Program Abbreviation (space) Document # (space)
Document Name (from Checklist Above) (space) (Month/Day/Year) XXXXXX

Example for MCAH Program:

2022XX MCAH 1 AFA Checklist 04.15.22
2022XX MCAH 2 Agency Information Form 04.15.22
2022XX MCAH 3 Attestation –Sexual Health Educ. Acct. Act 04.15.22
2022XX MCAH 4 TXIX MCF Justification Letter 04.15.22
2022XX MCAH 5 Budget Template 04.15.22
2022XX MCAH 6 ICR Certification Form 04.15.22
2022XX MCAH 7 Duty Statement Line 1 04.15.22
2022XX MCAH 7 Duty Statement Line 2 04.15.22
2022XX MCAH 7 Duty Statement Line 3-7 04.15.22
2022XX MCAH 7 Duty Statement Line 8-10 04.15.22
2022XX MCAH 8 Org Chart 04.15.22
2022XX MCAH 9 Local MCAH Director Verification of Requirement 04.15.22
2022XX MCAH 10 BIH Approval Letter 04.15.22
2022XX MCAH 11 SOW 04.15.22
2022XX MCAH 12 Annual Inventory 04.15.22
2022XX MCAH 13 SubK Package 04.15.22
2022XX MCAH 14 CPE 04.15.22
2022XX MCAH 15 Govt Agency Taxpayer ID Form 04.15.22
2022XX MCAH 16 Attestation – TXIX FFP (SPMP & Direct Support) 04.15.22

Please contact your Contract Manager (CM) if you have any questions.

AGREEMENT FUNDING APPLICATION POLICY COMPLIANCE AND CERTIFICATION

Please enter the **agreement or contract** number for each of the applicable programs

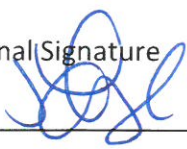
MCAH #202222 BIH _____ AFLP _____

The undersigned hereby affirms that the statements contained in the Agreement Funding Application (AFA) are true and complete to the best of the applicant's knowledge.

I certify that these Maternal, Child and Adolescent Health (MCAH) programs will comply with all applicable provisions of Article 1, Chapter 1, Part 2, Division 106 of the Health and Safety code (commencing with section 123225), Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 142), and any applicable rules or regulations promulgated by CDPH pursuant to this article and these Chapters. I further certify that all MCAH related programs will comply with the most current MCAH Policies and Procedures Manual, including but not limited to, Administration, Federal Financial Participation (FFP) Section. I further certify that the MCAH related programs will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Service Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. section 701 et seq.). I further agree that the MCAH related programs may be subject to all sanctions, or other remedies applicable, if the MCAH related programs violate any of the above laws, regulations and policies with which it has certified it will comply.

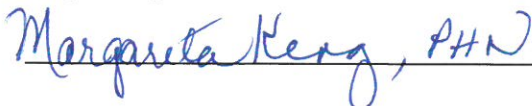
Official authorized to commit the Agency to an MCAH Agreement

Name (Print)	Title
Joe Lynch	Director Health & Human Services Agency

Original Signature	Date
	8/1/2022

MCAH/AFLP Director

Name (Print)	Title
Margarita King	MCAH Director/Public Health Nurse Manager

Original Signature	Date
	8/1/2022

MCAH Program

#	Contact	First Name	Last Name	Title	Address	Phone	Email Address	Program
1	AGENCY EXECUTIVE DIRECTOR	Joe	Lynch	Director Health & Human Services Agency	5362 Lemee Lane, Mariposa, CA 95338	(209) 966-2000	jlynch@mariposacounty.org	MCAH
2	MCAH DIRECTOR	Margarita	King	Public Health Nurse Manager	5300 Hwy 49 North, Mariposa, CA 95338	(209) 966-3689	margaritaking@mariposacounty.org	MCAH
3	MCAH COORDINATOR (Only complete if different from #2)							MCAH
4	MCAH FISCAL CONTACT	Diane	Robarge	Administrative Analyst	5362 Lemee Lane, Mariposa, CA 95338	(209) 742-0953	drobarga@mariposacounty.org	MCAH
5	FISCAL OFFICER	Diane	Robarge	Administrative Analyst	5362 Lemee Lane, Mariposa, CA 95338	(209) 742-0953	drobarga@mariposacounty.org	MCAH
6	CLERK OF THE BOARD or	Danielle	Bondshu	Clerk of the Board	5100 Bullion Street, PO Box 784, Mariposa, CA 95338	(209) 966-3222	dbondshu@mariposacounty.org	MCAH
7	CHAIR BOARD OF SUPERVISORS	Rosemarie	Smallcombe	Chair, Board of Supervisors	5100 Bullion Street, PO Box 784, Mariposa, CA 95338	(209) 966-3222	rsmallcombe@mariposacounty.org	MCAH
8	OFFICIAL AUTHORIZED TO COMMIT AGENCY	Joe	Lynch	Director Health & Human Services Agency	5362 Lemee Lane, Mariposa, CA 95338	(209) 966-2000	jlynch@mariposacounty.org	MCAH
9	FETAL INFANT MORTALITY REVIEW (FIMR) COORDINATOR	N/A	N/A	N/A	N/A	N/A	N/A	FIMR
10	SUDDEN INFANT DEATH SYNDROME (SIDS) COORDINATOR/CONTACT	Margarita	King	Public Health Nurse Manager	5300 Hwy 49 North, Mariposa, CA 95338	(209) 966-3689	margaritaking@mariposacounty.org	SIDS
11	PERINATAL SERVICES COORDINATOR	Margarita	King	Public Health Nurse Manager	5300 Hwy 49 North, Mariposa, CA 95338	(209) 966-3689	margaritaking@mariposacounty.org	CPSP

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BIH Program

#	Contact	First Name	Last Name	Title	Address	Phone	Email Address	Program
1	AGENCY EXECUTIVE DIRECTOR	N/A	N/A	N/A	N/A	N/A	N/A	BIH
2	BLACK INFANT HEALTH (BIH) COORDINATOR	N/A	N/A	N/A	N/A	N/A	N/A	BIH
3	BIH FISCAL CONTACT	N/A	N/A	N/A	N/A	N/A	N/A	BIH
4	FISCAL OFFICER	N/A	N/A	N/A	N/A	N/A	N/A	BIH
5	CLERK OF THE BOARD or	N/A	N/A	N/A	N/A	N/A	N/A	BIH
6	CHAIR BOARD OF SUPERVISORS	N/A	N/A	N/A	N/A	N/A	N/A	BIH
7	OFFICIAL AUTHORIZED TO COMMIT AGENCY	N/A	N/A	N/A	N/A	N/A	N/A	BIH

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AFLP Program

#	Contact	First Name	Last Name	Title	Address	Phone	Email Address	Program
1	AGENCY EXECUTIVE DIRECTOR	N/A	N/A	N/A	N/A	N/A	N/A	AFLP
2	AFLP DIRECTOR	N/A	N/A	N/A	N/A	N/A	N/A	AFLP
3	AFLP COORDINATOR or SUPERVISOR/COORDINATOR	N/A	N/A	N/A	N/A	N/A	N/A	AFLP
4	AFLP FISCAL CONTACT	N/A	N/A	N/A	N/A	N/A	N/A	AFLP
5	FISCAL OFFICER	N/A	N/A	N/A	N/A	N/A	N/A	AFLP
6	CLERK OF THE BOARD or	N/A	N/A	N/A	N/A	N/A	N/A	AFLP
7	CHAIR BOARD OF SUPERVISORS	N/A	N/A	N/A	N/A	N/A	N/A	AFLP
8	OFFICIAL AUTHORIZED TO COMMIT AGENCY	N/A	N/A	N/A	N/A	N/A	N/A	AFLP

Revised 3/2/22

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Exhibit K

**Attestation of Compliance with the
Sexual Health Education Accountability Act of 2007**

Agency Name: Mariposa County Health Department

Agreement/Grant Number: 202222 Mariposa

Compliance Attestation for Fiscal Year: 2022-2023

The Sexual Health Education Accountability Act of 2007 (Health and Safety Code, Sections 151000 – 151003) requires sexual health education programs (programs) that are funded or administered, directly or indirectly, by the State, to be comprehensive and not abstinence-only. Specifically, these statutes require programs to provide information that is medically accurate, current, and objective, in a manner that is age, culturally, and linguistically appropriate for targeted audiences. Programs cannot promote or teach religious doctrine, nor promote or reflect bias (as defined in Section 422.56 of the Penal Code), and may be required to explain the effectiveness of one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and sexually transmitted diseases. Programs directed at minors are additionally required to specify that abstinence is the only certain way to prevent pregnancy and sexually transmitted diseases.

In order to comply with the mandate of Health & Safety Code, Section 151002 (d), the California Department of Public Health (CDPH) Maternal, Child and Adolescent Health (MCAH) Program requires each applicable Agency or Community Based Organization (CBO) contracting with MCAH to submit a signed attestation as a condition of funding. The Attestation of Compliance must be submitted to CDPH/MCAH annually as a required component of the Agreement Funding Application (AFA) Package. By signing this letter, the MCAH Director or Adolescent Family Life Program (AFLP) Director (CBOs only) is attesting or "is a witness to the fact that the programs comply with the requirements of the statute". The signatory is responsible for ensuring compliance with the statute. Please note that based on program policies that define them, the Sexual Health Education Act inherently applies to the Black Infant Health Program, AFLP, and the California Home Visiting Program, and may apply to Local MCAH based on local activities.

The undersigned hereby attests that all local MCAH agencies and AFLP CBOs will comply with all applicable provisions of Health and Safety Code, Sections 151000 – 151003 (HS 151000–151003). The undersigned further acknowledges that this Agency is subject to monitoring of compliance with the provisions of HS 151000–151003 and may be subject to contract termination or other appropriate action if it violates any condition of funding, including those enumerated in HS 151000–151003.

Attachment: FY 2223 MCAH AFA Documents (RES-2022-535 : Approve the Maternal, Child and Adolescent Health Agreement)

Exhibit K

Attestation of Compliance with the
Sexual Health Education Accountability Act of 2007

Signed

Mariposa County Public Health

Agency Name

202222

Agreement/Grant Number



Signature of MCAH Director

Signature of AFLP Director (CBOs only)

08/01/2022

Date

Margarita King, MSN, PHN

Printed Name of MCAH Director

Printed Name of AFLP Director (CBOs
only)

Attachment: FY 2223 MCAH AFA Documents (RES-2022-535 : Approve the Maternal, Child and Adolescent Health Agreement)

Exhibit K

**Attestation of Compliance with the
Sexual Health Education Accountability Act of 2007**

(7) The program shall provide information about the effectiveness and safety of at least one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and for reducing the risk of contracting sexually transmitted diseases.

(b) A sexual health education program that is directed at minors shall comply with all of the criteria in subdivision (a) and shall also comply with both the following requirements:

(1) It shall include information that the only certain way to prevent pregnancy is to abstain from sexual intercourse, and that the only certain way to prevent sexually transmitted diseases is to abstain from activities that have been proven to transmit sexually transmitted diseases.

(2) If the program is directed toward minors under the age of 12 years, it may, but is not required to, include information otherwise required pursuant to paragraph (7) of subdivision (a).

(c) A sexual health education program conducted by an outside agency at a publicly funded school shall comply with the requirements of Section 51934 of the Education Code if the program addresses HIV/AIDS and shall comply with Section 51933 of the Education Code if the program addresses pregnancy prevention and sexually transmitted diseases other than HIV/AIDS.

(d) An applicant for funds to administer a sexual health education program shall attest in writing that its program complies with all conditions of funding, including those enumerated in this section. A publicly funded school receiving only general funds to provide comprehensive sexual health instruction or HIV/AIDS prevention instruction shall not be deemed an applicant for the purposes of this subdivision.

(e) If the program is conducted by an outside agency at a publicly funded school, the applicant shall indicate in writing how the program fits in with the school's plan to comply fully with the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act, Chapter 5.6 (commencing with Section 51930) of the Education Code. Notwithstanding Section 47610 of the Education Code, "publicly funded school" includes a charter school for the purposes of this subdivision.

(f) Monitoring of compliance with this division shall be integrated into the grant monitoring and compliance procedures. If the agency knows that a grantee is not in compliance with this section, the agency shall terminate the contract or take other appropriate action.

(g) This section shall not be construed to limit the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act (Chapter 5.6 (commencing with Section 51930) of Part 28 of the Education Code).

(h) This section shall not apply to one-on-one interactions between a health practitioner and his or her patient in a clinical setting.

151003. This division shall apply only to grants that are funded pursuant to contracts entered into or amended on or after January 1, 2008.

Exhibit K

**Attestation of Compliance with the
Sexual Health Education Accountability Act of 2007**

CALIFORNIA CODES
HEALTH AND SAFETY CODE
SECTION 151000-151003

151000. This division shall be known, and may be cited, as the Sexual Health Education Accountability Act.

151001. For purposes of this division, the following definitions shall apply:

(a) "Age appropriate" means topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group.

(b) A "sexual health education program" means a program that provides instruction or information to prevent adolescent pregnancy, unintended pregnancy, or sexually transmitted diseases, including HIV, that is conducted, operated, or administered by any state agency, is funded directly or indirectly by the state, or receives any financial assistance from state funds or funds administered by a state agency, but does not include any program offered by a school district, a county superintendent of schools, or a community college district.

(c) "Medically accurate" means verified or supported by research conducted in compliance with scientific methods and published in peer review journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, including, but not limited to, the federal Centers for Disease Control and Prevention, the American Public Health Association, the Society for Adolescent Medicine, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists.

151002. (a) Every sexual health education program shall satisfy all of the following requirements:

(1) All information shall be medically accurate, current, and objective.

(2) Individuals providing instruction or information shall know and use the most current scientific data on human sexuality, human development, pregnancy, and sexually transmitted diseases.

(3) The program content shall be age appropriate for its targeted population.

(4) The program shall be culturally and linguistically appropriate for its targeted populations.

(5) The program shall not teach or promote religious doctrine.

(6) The program shall not reflect or promote bias against any person on the basis of disability, gender, nationality, race or ethnicity, religion, or sexual orientation, as defined in Section 422.56 of the Penal Code.

ORIGINAL

BUDGET SUMMARY

FISCAL YEAR: 2022-23

BUDGET: ORIGINAL

BUDGET STATUS: ACTIVE

BUDGET BALANCE: 0.00

Program: Maternal, Child and Adolescent Health (MCAH)
 Agency: 202222 Mariposa
 SubK:

UNMATCHED FUNDING				NON-ENHANCED MATCHING (5050)				ENHANCED MATCHING (7925)			
MCAH-TV		MCAH-SIDS		AGENCY FUNDS		MCAH-CH-NE		MCAH-CH-E		MCAH-CH-E	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
TOTAL FUNDING	%	MCAH-TV	%	MCAH-SIDS	%	Agency Funds*	%	Combined Performance*	%	Combined Performance*	%
81,358.01		59,487.56		0.00		0.00		0.00		3,131.60	
8,517.55		530.55		0.00		6,542.81		0.00		1,435.20	
0.00		0.00		0.00		0.00		0.00		0.00	
5,109.65		2,109.65		3,000.00		0.00		0.00		0.00	
20,338.50		14,872.24		0.00		0.00		0.00		5,467.26	
BUDGET TOTALS:	115,324.71	86.76%	77,009.00	2.80%	3,000.00	5.87%	6,542.81	0.00%	0.00	10,034.06	0.00%
BALANCE(S)		0.00		0.00							

EXPENSE CATEGORY	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
(I) PERSONNEL	81,358.01		59,487.56		0.00		0.00		0.00		3,131.60		0.00		18,738.85
(II) OPERATING EXPENSES	8,517.55		530.55		0.00		6,542.81		0.00		1,435.20		0.00		0.00
(III) CAPITAL EXPENDITURES	0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
(IV) OTHER COSTS	5,109.65		2,109.65		3,000.00		0.00		0.00		0.00		0.00		0.00
(V) INDIRECT COSTS	20,338.50		14,872.24		0.00		0.00		0.00		5,467.26		0.00		0.00
BUDGET TOTALS:	115,324.71	86.76%	77,009.00	2.80%	3,000.00	5.87%	6,542.81	0.00%	0.00	8.70%	10,034.06	0.00%	0.00	16.20%	18,738.85
BALANCE(S)			0.00		0.00										

TOTAL MCAH-TV: 77,009.00

TOTAL MCAH-SIDS: 3,000.00

TOTAL TITLE XIX: 19,071.17

TOTAL AGENCY FUNDS: 6,542.81

Maximum Amount Payable from State and Federal resources: 99,080.17

\$ 99,080.17 Maximum Amount Payable from State and Federal resources

WE CERTIFY THAT THIS BUDGET HAS BEEN CONSTRUCTED IN COMPLIANCE WITH ALL MCAH ADMINISTRATIVE AND PROGRAM POLICIES.

MCAH PROJECT DIRECTOR'S SIGNATURE: *Margaret King* DATE: 8/17/2022

AGENCY FISCAL AGENT'S SIGNATURE: *James R. DeBore* DATE: 8/16/22

STATE USE ONLY - TOTAL STATE AND FEDERAL REIMBURSEMENT	PCA Codes	MCAH-TV	MCAH-SIDS	AGENCY FUNDS	MCAH-CH-NE	MCAH-CH-E
(I) PERSONNEL	53107	59,487.56	0.00		3,131.60	14,054.14
(II) OPERATING EXPENSES	53055	530.55	0.00		1,435.20	0.00
(III) CAPITAL EXPENSES		0.00	0.00		0.00	0.00
(IV) OTHER COSTS	210965	2,109.65	3,000.00		0.00	0.00
(V) INDIRECT COSTS	1487224	14,872.24	0.00		2,733.63	0.00
Totals for PCA Codes		77,009.00	3,000.00		5,017.03	14,054.14

Packet Pg. 171

Packet Pg. 172

ENHANCED
MATCHING (7/5/25)

D.15.a

Attachment: FY 2223 MCAH AFA Documents (RES-2022-535 : Approve the Maternal, Child and Adolescent Health Agreement)

BUDGET SUMMARY

FISCAL YEAR
2023-24

BUDGET
ORIGINAL

BUDGET STATUS
ACTIVE

BUDGET BALANCE
0.00

Version 2.0 - 1/20/2024

Program: Maternal, Child and Adolescent Health (MCAH)
Agency: 202222 Mariposa
SubK:

EXPENSE CATEGORY	UNMATCHED FUNDING				NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)			
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
TOTAL FUNDING	81,358.01	59,487.56	53,107.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ALLOCATION(S)	77,009.00	77,009.00	77,009.00	77,009.00	77,009.00	77,009.00	77,009.00	77,009.00	77,009.00	77,009.00	77,009.00	77,009.00

EXPENSE CATEGORY	UNMATCHED FUNDING				NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)			
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
(I) PERSONNEL	81,358.01	59,487.56	53,107.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(II) OPERATING EXPENSES	8,517.55	539.55	539.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(III) CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(IV) OTHER COSTS	5,109.65	2,109.65	2,109.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(V) INDIRECT COSTS	20,339.50	14,872.24	14,872.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BUDGET TOTALS*	115,324.71	77,009.00	77,009.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BALANCE(S)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

TOTAL MCAH-TV
TOTAL MCAH-SIDS
TOTAL TITLE XIX
TOTAL AGENCY FUNDS

77,009.00 → 77,009.00
3,000.00 → 3,000.00
19,071.17 → 19,071.17
16,244.55 → 16,244.55
6,542.81 → 6,542.81

99,080.17

Maximum Amount Payable from State and Federal resources

\$

WE CERTIFY THAT THIS BUDGET HAS BEEN CONSTRUCTED IN COMPLIANCE WITH ALL MCAH ADMINISTRATIVE AND PROGRAM POLICIES.

Margaret King
MCAH PROJECT DIRECTOR'S SIGNATURE

DATE

8/17/2022

AGENCY FISCAL AGENT'S SIGNATURE

DATE

Heaven D. Roberts
8/14/22

* These amounts contain local revenue submitted for information and funding purposes. MCAH does not reimburse Agency contributions.

STATE USE ONLY - TOTAL STATE AND FEDERAL REIMBURSEMENT

EXPENSE CATEGORY	UNMATCHED FUNDING				NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)			
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
(I) PERSONNEL	81,358.01	59,487.56	53,107.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(II) OPERATING EXPENSES	8,517.55	539.55	539.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(III) CAPITAL EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(IV) OTHER COSTS	5,109.65	2,109.65	2,109.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(V) INDIRECT COSTS	20,339.50	14,872.24	14,872.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTALS for PCA Codes	99,080.17	77,009.00	77,009.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Program: Agency: Sub#:		Maternal, Child and Adolescent Health (MCAH) 202222 Mariposa																	
UNMATCHED FUNDING												NON-ENHANCED MATCHING (0950)				ENHANCED MATCHING (7529)			
		MCAH-TV		MCAH-SIDS		AGENCY FUNDS		MCAH-CH-NE											
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	N. PERSONNEL, 10/1/01				
TOTAL FUNDING		%		%	MCAH-SIDS	%	Agency Funds*	%	Combined Fed/Agency % N. TRACES, 5/7/01	Combined Fed/Agency % N. TRACES, 5/7/01	%	Combined Fed/State	%	Combined Fed/Agency % N. TRACES, 5/7/01	N. PERSONNEL, 10/1/01				
TOTAL OPERATING EXPENSES		8,517.55	539.55	0.00	0.00	6,542.81	1,435.20	0.00	0.00	0.00	0.00	0.00	0.00	28.15%	24.05%				
TRAVEL		1,000.00	18.31%	816.87	0.00	81.65%	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	33.85%				
TRAINING		2,500.00	0.95%	1,875.00	0.00	75.00%	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00%				
1 Office Supplies		2,167.55	0.95%	20.59	0.00	75.00%	1,625.66	0.00	24.05%	521.30	0.00	0.00	0.00	0.00	0.00%				
2 Communications		1,300.00	10.95%	142.35	0.00	65.00%	845.00	0.00	24.05%	312.65	0.00	0.00	0.00	0.00	0.00%				
3 Membership		1,550.00	10.95%	169.73	0.00	89.05%	1,380.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.05%				
4			0.00	0.00	0.00			0.00		0.00	0.00	0.00	0.00						
5			0.00	0.00	0.00			0.00		0.00	0.00	0.00	0.00						
6			0.00	0.00	0.00			0.00		0.00	0.00	0.00	0.00						
7			0.00	0.00	0.00			0.00		0.00	0.00	0.00	0.00						
8			0.00	0.00	0.00			0.00		0.00	0.00	0.00	0.00						
9			0.00	0.00	0.00			0.00		0.00	0.00	0.00	0.00						
10			0.00	0.00	0.00			0.00		0.00	0.00	0.00	0.00						
11			0.00	0.00	0.00			0.00		0.00	0.00	0.00	0.00						
12			0.00	0.00	0.00			0.00		0.00	0.00	0.00	0.00						
13			0.00	0.00	0.00			0.00		0.00	0.00	0.00	0.00						
14			0.00	0.00	0.00			0.00		0.00	0.00	0.00	0.00						
15			0.00	0.00	0.00			0.00		0.00	0.00	0.00	0.00						
-- Unmatched Operating Expenses are not eligible for Federal matching funds Title XXI. Expenses may only be charged to Unmatched Title V (Col. 3), State General Funds (Col. 5), and/or Agency (Col. 7) funds.																			
(III) CAPITAL EXPENDITURE DETAIL																			
TOTAL CAPITAL EXPENDITURES																			

Packet Pg. 176

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CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

Please list the Indirect Cost Rate (ICR) Percentage and supporting methodology for the contract or allocation with the California Department of Public Health, Maternal Child and Adolescent Health Division (CDPH/MCAH Division).

Date: 6/22/2022

Agency Name: Mariposa County Health & Human Services Agency

Contract/Agreement Number: #202222

Contract Term/Allocation Fiscal Year: FY 2022/2023

1. NON-PROFIT AGENCIES/ COMMUNITY BASED ORGANIZATIONS (CBO)

Non-profit agencies or CBOs that have an approved ICR from their Federal cognizant agency are allowed to charge their approved ICR or may elect to charge less than the agency's approved ICR percentage rate.

Private non-profits local agencies that do not have an approved ICR from their Federal cognizant agency are allowed a maximum ICR percentage of 15.0 percent of the Total Personnel Costs.

The ICR percentage rate listed below must match the percentage listed on the Contract/Allocation Budget

 % Fixed Percent of:

☐ Total Personnel Costs

2. LOCAL HEALTH JURISDICTIONS (LHJ)

LHJs are allowed up to the maximum ICR percentage rate that was approved by the CDPH Financial Management Branch ICR or may elect to charge less than the agency's approved ICR percentage rate. The ICR rate may not exceed 25.0 percent of Total Personnel Costs or 15.0 percent of Total Direct Costs. The ICR application (i.e. Total Personnel Costs or Total Allowable Direct Costs) may not differ from the approved ICR percentage rate.

The ICR percentage rate listed below must match the percentage listed on the Allocation/Contracted Budget.

25 % Fixed Percent of:

☒ Total Personnel Costs

☐ Total Allowable Direct Costs

CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

3. OTHER GOVERNMENTAL AGENCIES AND PUBLIC UNIVERSITIES

University Agencies are allowed up to the maximum ICR percentage approved by the agency's Federal cognizant agency ICR or may elect to charge less than the agency's approved ICR percentage rate. Total Personnel Costs or Total Direct Costs cannot change.

_____ % Fixed Percent of:

- ☐ Total Personnel Costs (Includes Fringe Benefits)
- ☐ Total Personnel Costs (Excludes Fringe Benefits)
- ☐ Total Allowable Direct Costs

Please provide you agency's detailed methodology that includes all indirect costs, fees and percentages in the box below.

Mariposa County's Public Health ICR approved rate for FY22/23 from CDPH is 25%. The ICR is based on Salary, Wages & Fringe Benefits (Medical, Dental, Vision, Retirement, etc) Indirect Cost Rate is based on 25% of Personnel Costs which consists of Salary + Benefits multiplied by 0.25% = Indirect Cost Rate.

Indirect costs are agency-wide, general management costs (i.e., activities for the direction and control of the agency as a whole). General management costs consist of administrative activities necessary for the general operation of the agency, such as accounting, budgeting, payroll preparation, personnel services, purchasing, and centralized data processing.

CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

Please submit this form via email to your assigned Contract Manager.

The undersigned certifies that the costs used to calculate the ICR are based on the most recent, available and independently audited actual financials and are the same costs approved by the CDPH to determine the Department approved ICR.

Printed First & Last Name: Diane L. Robarge

Title/Position: Administrative Analyst

Signature: Diane L. Robarge

Date: 8/1/22



DIRECTOR OF MATERNAL CHILD ADOLESCENT HEALTH (MCAH)
Personnel Detail Line 1

DUTY STATEMENT

Under the direction of the Public Health Officer, the responsibilities and duties of the MCAH Director shall include:

- Program Development and Implementation

Plan, organize, and coordinate the implementation of the MCAH contract and evaluate the program toward meeting the program objectives. Gather and analyze data for program planning, management and evaluation. Maintain appropriate records and prepare reports. Annually assess the needs of the MCAH population by utilizing the State Title V Plan and the Year 2022 objectives. Assess Childhood Injury Prevention data and prepare all required reports.

Collaborate with the community providers, agencies, and community groups in identifying problems, and barriers to services. Coordinate planning and development of solutions for mutually agreed upon objectives. Foster local, regional, state partnerships to improve MCAH services.

- Outreach Activities

Provide and facilitate client referrals to Health and Social Services. Promote the use of available MCAH services in the community to increase the target population's awareness. Assist individuals eligible for Medi-Cal to enroll in the in the Medi-Cal program. Also, assisting individuals on Medi-Cal to access Medi-Cal services. **Upon notification by the coroner of a presumed SIDS death, MCAH Director will consult with the infant's physician, when possible; and then immediately contact the persons having custody and control of the infant to provide information, support, referral and follow-up services.**

- Health Education/Consultation/TA

Develop community awareness and support for MCAH programs. Enhance the Health Department's ability to meet the needs of the target population by providing educational materials, in-service training to medical, social services, and the community population as needed. **Inform clients on "Back to Sleep" position at home visits and distribute SIDS literature as needed.**

- Resource/Provider Development

Facilitate collaboration, coordination, communication and cooperation among providers of service and advocacy for the MCAH populations. Attends various community and state organization and committees. **May attend the annual SIDS Conference and/or Central or Northern California Regional Council meetings and other SIDS related trainings. to keep the Health Officer informed of the current information.**

- Must be SPMP qualified.

Revised 07/17/2022

10. Administer and evaluate programs in compliance with the scope of work.
11. Report collected data, assessment and outcomes, related to implemented activities, for the evaluation of the targeted population to the MCAH Director and the Health Officer.
12. Provide ongoing direction to support staff for program reports.
13. Must be SPMP qualified.



**PERINATAL SERVICES COORDINATOR (PSC)
COMPREHENSIVE PERINATAL SERVICES PROGRAM (CPSP)
Director of Nursing (DoN)
(Personnel Detail Line Item 2)**

DUTY STATEMENT

Definition

The DoN, under the supervision of the Health Officer, is responsible for providing direction for all aspects of the Comprehensive Perinatal Services Program and Smart Start Visiting Nurse Program. The management and coordination of the program is based on the expertise of a skilled nurse professional who possesses in-depth knowledge and understanding of the specialized program components comprising comprehensive perinatal care.

Description of Duties

Duties include, but are not limited to the following:

1. Serve as liaison to local provider groups, community agencies and others to promote the coordination and accessibility of health care services for pregnant women and infants, targeting Medi-Cal eligible and/or low income population.
2. Assist in the recruitment and retention of Medi-Cal providers into the CPSP.
3. Assist providers to deliver CPSP services in accordance with Title 22 California Code of Regulations.
4. Identify areas that have disproportionately high need in relation to access to care and other barriers to the deliver of quality and timely prenatal care.
5. Monitor access and quality of prenatal care.
6. Promote, develop and coordinate professional and community resources.
7. Provide case management to include in-home risk assessments, education, advocacy and referral. This includes tobacco use cessation and prevention activities, the provision of follow-up, reassessment, maintenance and relapse prevention services also.
8. Provide outreach and health education to women at risk for poor pregnancy outcomes, and facilitate their entry into the health care system before and during pregnancy.
9. Assist with a community needs assessment and resources in collaboration with other perinatal service providers to determine local health problems, gaps in service, to create a seamless, county-wide referral system.



**PUBLIC HEALTH NURSE (PHN)
SUDDEN INFANT DEATH SYNDROME (SIDS)
(Line #3 & See Other Costs)**

DUTY STATEMENT

Definition

The MCAH Public Health nurse, under the supervision of the MCAH Director and the Health Officer, is responsible for providing direction for all aspects of the MCAH Program, **Sudden Infant Death Syndrome Program**, and the Smart Start Home Visiting Program. The management and the coordination of the programs are based on the expertise of a skilled nurse professional who possesses in-depth knowledge and understanding of the specialized program components of comprehensive prenatal and children (up to age 5) care.

Description of Duties

1. Duties include, but are not limited to the following:
2. Serve as a liaison to local provider groups and community agencies to promote the coordination and accessibility of health care services for pregnant women, infants, and children, targeting Medi-Cal eligible and/or low income population. Assist individuals eligible for Medi-Cal to enroll in the in the Medi-Cal program. Also, assisting individuals on Medi-Cal to access Medi-Cal services.
3. Assist in outreach and case finding activities to improve the proportion of pregnant women who enter prenatal care in the first trimester. **Inform clients on "Back to Sleep" position at home visits and distribute SIDS literature as needed. Provide home visits to families and/or childcare providers when there is a presumed SIDS death.**
4. Provide home visitation / outreach via the Smart Start Program.
5. Promote, develop and coordinate professional and community resources.
6. Monitor access and quality of prenatal care.
7. Assist with needs and resource assessment in collaboration with the MCAH Director and health care providers to determine local health problems, and gaps in services to move toward creating a seamless county-wide referral system.
8. Attend workshops on prenatal issues.
9. Provide case management to include in-home risk assessments, education, "Back to Sleep" message, advocacy and referral for women and their children (up to age five). **Provide literature as needed on SIDS and other MCAH programs.**

Revised 07/17/2022

11. Report collected data, assessment and outcomes, related to implemented activities, for the evaluation of the targeted population to the MCAH Director and the Health Officer.
12. Provide ongoing direction to support staff for program reports.
13. Must be SPMP qualified.



**Public Health Nurse (PHN)
Maternal Child Adolescent Health (MCAH)
(Personnel Detail Line Item 4 & 5)**

DUTY STATEMENT

Definition

The MCAH Public Health Nurse, under the supervision of the MCAH Director/Public Health Nurse Manager and the Health Officer, is responsible for the management of the MCAH related activity programs that are based on the expertise of a skilled nurse professional who possesses in-depth knowledge and understanding of the specialized program components of comprehensive prenatal and children care.

Description of Duties

Duties include, but are not limited to the following:

1. Serve as a liaison to local provider groups and community agencies to promote the coordination and accessibility of health care services for pregnant women, infants, and children, targeting Medi-Cal eligible and/or low income population.
2. Assist in outreach and case finding activities to improve the proportion of pregnant women who enter prenatal care in the first trimester. Inform clients on "Back to Sleep" position at home visits and distribute SIDS literature as needed. Provide home visits to families and/or childcare providers when there is a presumed SIDS death.
3. Provide home visitation / outreach via the Mariposa County Health & Human Services Agency (HHSA) chosen home visiting program.
4. Promote, develop and coordinate professional and community resources.
5. Outreach via the Smart Start Program to high risk women during pregnancy. Assist in linking them to Medi-CAL related services and appropriate public health resources.
6. Provide outreach for Children with Special Health Care Needs (CSHCN) by collaborating with different programs, but not limited to, the Immunization Program, Childhood Lead Poison Prevention Program, CHDP, CCS and CWS. Assist in linking them to appropriate health resources such as the Central Valley Regional Center, Early Start Educational Center, Valley Children's Hospital Child Advocacy Clinic, and the Mariposa County Unified School District.
7. Monitor access and quality of prenatal care within the county.

8. Assist with needs and resource assessment in collaboration with the MCAH Director and health care providers to determine local health problems, mental health services for pregnant women and gaps in services to move toward creating a seamless county-wide referral system.
9. Attend workshops on prenatal issues including SIDS related trainings.
10. Provide home visitation/ outreach via chosen HHSA home visiting Program to include in-home risk assessments, education, "Back to Sleep" message, advocacy and referral for women and their children (up to age five). Provide literature as needed on SIDS and other MCAH programs.
11. Assist in Communicable Disease follow-up programs for follow-up of pregnant women.
12. Administer and evaluate programs in compliance with the scope of work.
13. Report collected data, assessment and outcomes, related to implemented activities, for the evaluation of the targeted population to the MCAH Director.
14. Assist MCAH Director, MCAH PSC/CPSP as needed and directed by the MCAH Director in MCAH related activities.
15. Provide ongoing direction to support staff for program reports.
16. Must be a Public Health Nurse and SPMP qualified.

MATERNAL CHILD AND ADOLESCENT HEALTH (MCAH)
Administrative Analyst
(Personnel Detail Line Item 6)

DUTY STATEMENT

Currently, the Administrative Analyst provides administrative support for the MCAH Program. In addition to the typical accounting duties, the following MCAH duties have been assigned:

1. Develops the MCAH Budget at the direction of the MCAH Public Health Nurse Manager. All invoices and budget related reports, records and other materials related to the MCAH Program are reviewed Administrative Analyst.
2. Reviews invoices against the Auditor's sheets to verify that all invoices are MCAH related and have been appropriately charged. After completion, all documentation is organized in such a manner as to facilitate an Auditor's review.
3. Prepares quarterly invoice to MCAH and tracks revenue per allocation agreement.
4. Reviews all invoices to General Ledger and maintains records of MCAH program revenue and expenses.
5. Works as liaison between MCAH and State Auditor (during Audit) providing information and/or records as requested.
6. Reviews accuracy of daily activity reports with FFP coding.
7. Performs other related duties similar to the above scope and function related to the MCAH Program as needed.

Mariposa County

MATERNAL CHILD AND ADOLESCENT HEALTH (MCAH)
Accounting Technician
(Personnel Detail Line Item 7)

The Accounting Technician provides administrative/accounting support for the MCAH Program. In addition to the typical accounting duties, the following MCAH duties have been assigned:

- Creates budget related reports, maintains payroll reports and expenditure reports for MCAH grant. Order supplies and maintains inventory and other reports and materials related to the MCAH Program.
- Collates and reconciles invoices against the Auditor's sheets to verify that all invoices are MCAH related and have been appropriately charged. After completion, all documentation is organized in such a manner as to facilitate an Auditor's review.
- Records all invoices to General Ledger and maintains records of MCAH program revenue and expenses.
- Reviews accuracy of daily activity reports with FFP coding.
- Performs other related duties similar to the above scope and function related to the MCAH Program as needed.

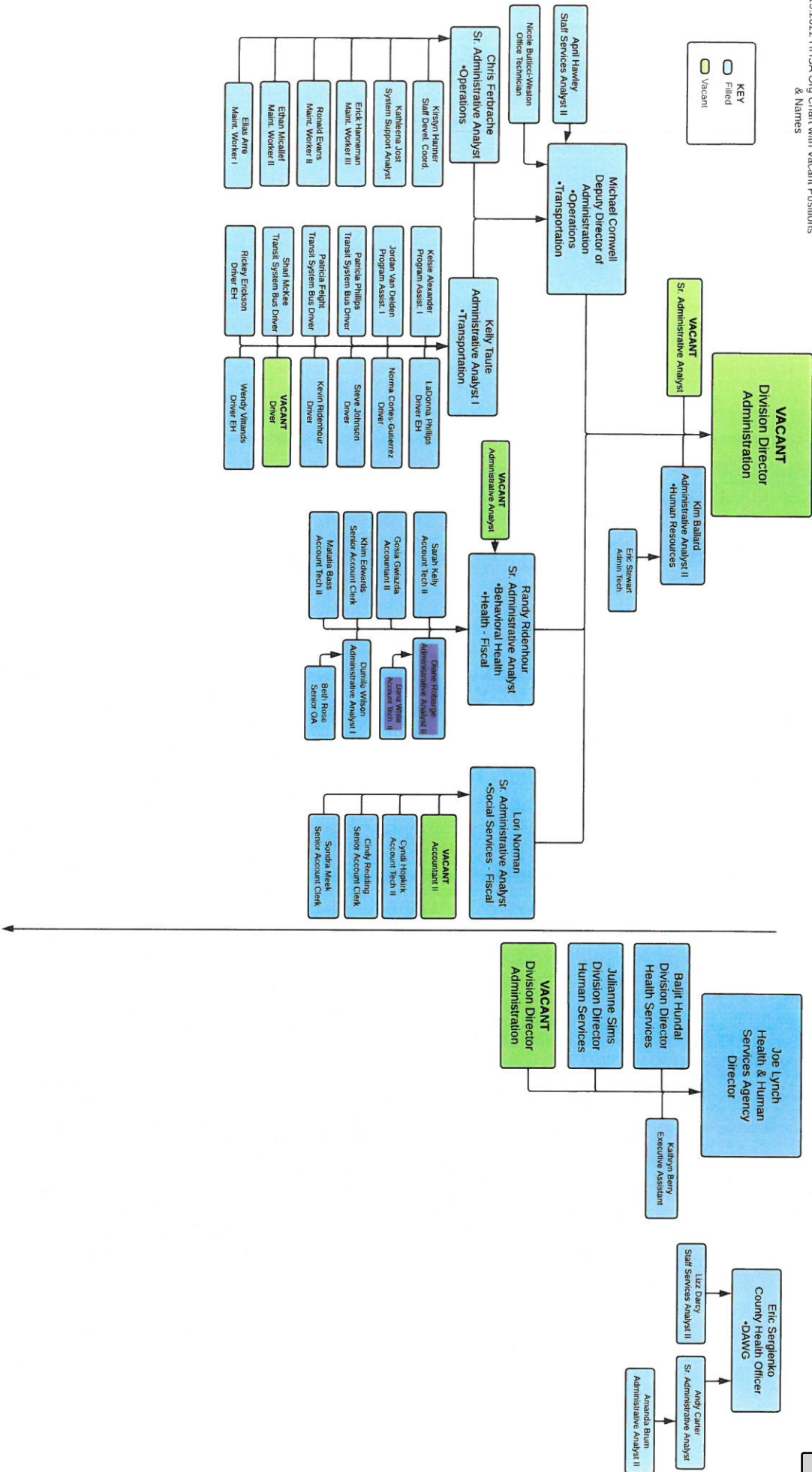
MATERNAL CHILD AND ADOLESCENT HEALTH (MCAH)
Office Assistant (OA)
(Personnel Detail Line Item 8)

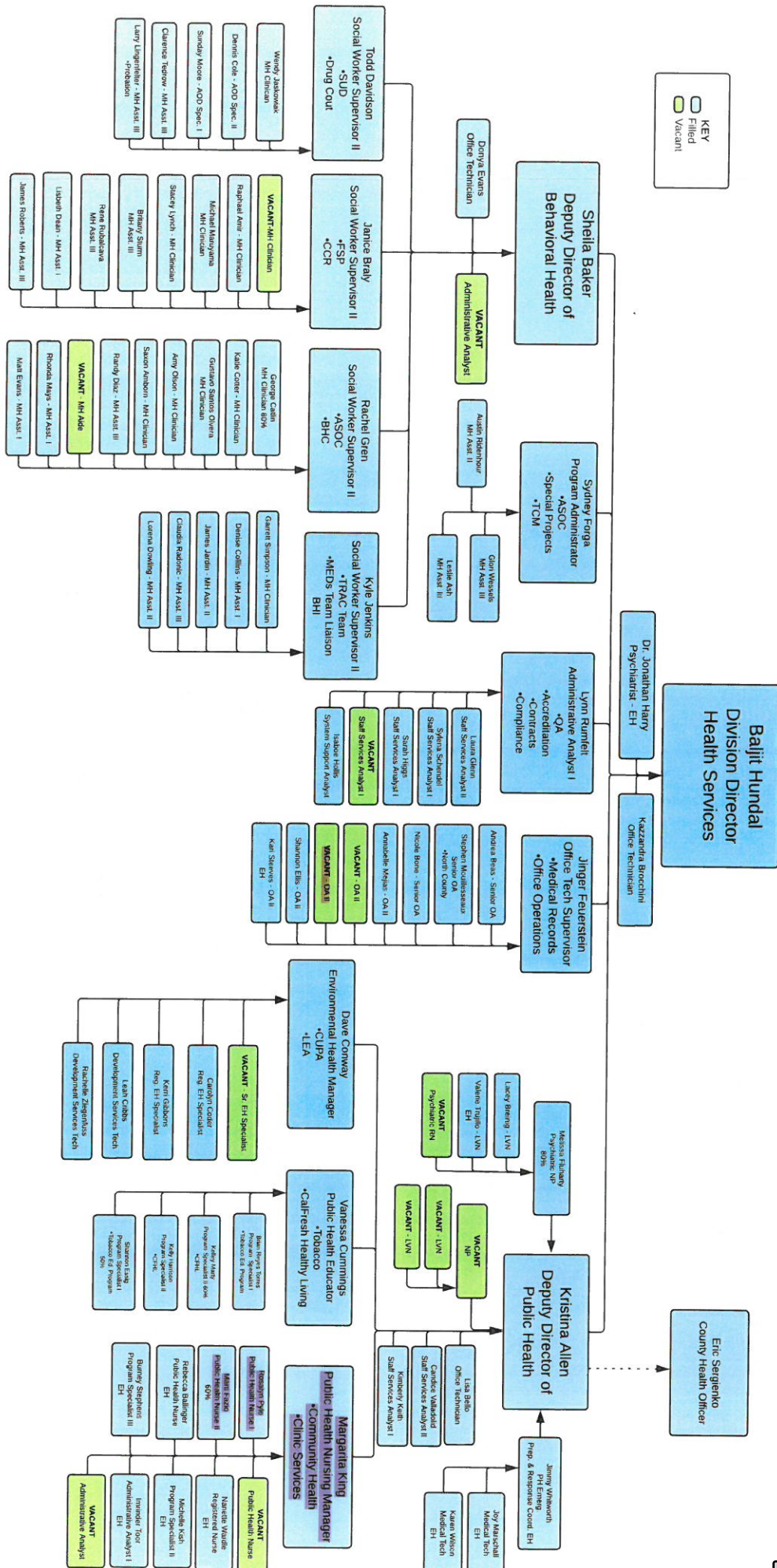
DUTY STATEMENT

Currently, the Office Assistant provides support for the MCAH Program. In addition to the typical clerical duties, the following MCAH duties have been assigned:

- Types reports, records and other materials related to the MCAH Program.
- Assists with MCAH correspondence as needed.
- Provides clerical support as needed.
- Answers and directs phone calls regarding MCAH.
- Purges and updates files for MCAH Program.
- Takes and types minutes for local MCAH meetings as needed.
- Performs other related duties similar to the above scope and function related to the MCAH Program as needed.
- Assists MCAH nursing staff in assisting individuals on Medi-Cal to access Medi-Cal providers, care or services.

6/13/2022 HHSOA Org Chart with Vacant Positions
& Names





Local MCAH Director Verification of Requirements Form

Name of LHJ: Mariposa County

Date: 07/17/2022

MCAH Director Qualifications and Full Time Equivalent (FTE) Requirements:

The LHJ must meet the qualification and FTE requirement(s) for the MCAH Director as outlined below. If the LHJ is not able to meet these requirements, they must select one or both options below **and** describe how the LHJ will meet the MCAH Director requirements, and describe how they will assure the appropriate level of oversight for the program.

If the LHJ is not able to meet requirements, CDPH/MCAH recommends the LHJ add an MCAH Coordinator position and/or other positions to meet the MCAH Director requirements and assist with the responsibilities of the MCAH Director.

☐ MCAH Director Qualifications Waiver Request

The MCAH Director must be a qualified health professional, which is defined as follows:

- A physician who is board-certified or board-eligible in specialties of Obstetrics/Gynecology, Pediatrics, Family Practice or Preventive Medicine; or
- A non-physician who must be a certified public health nurse (PHN).
- Other professional credentials may be accepted but must be approved by the CDPH/MCAH.

☒ MCAH Director FTE Waiver Request

The MCAH Director must dedicate a percentage of time or Full Time Equivalent (FTE) to MCAH activities that complies with the following state MCAH Program guidelines for the population.

MCAH Director Full-time Equivalent (FTE) Requirements	
Total LHJ Population	FTE MCAH Director
3.5 million	2.0 Physicians
750,001-3.5 million	1.0 Physician
200,001-750,000	1.0 Public Health Nurse
75,001-200,000	0.75 Public Health Nurse
25,000-75,000	0.50 Public Health Nurse
<25,000	0.25 Public Health Nurse

Describe below how the LHJ will assure the appropriate level of oversight for the program:

**If the MCAH Director is not a Public Health Nurse (PHN), a Master's in Public Health (MPH), or another qualification in place of a physician or PHN qualification requirement, the LHJ must describe its mechanism for oversight of medical or clinical issues.*

The Mariposa County MCAH Director is a Public Health Nurse with a Master's prepared professional MSN. The population of the county is an estimated 17,500. The MCAH Director will have 0.25 FTE for the program. The MCAH Director will also be responsible for the PSC duties.

Local MCAH Director Verification of Requirements Form

Additional MCAH Director Requirements:

If the LHJ does not have a Perinatal Services Coordinator (PSC), the MCAH Director is responsible for the PSC duties and implementation of the Comprehensive Perinatal Services Program (CPSP) program, if the LHJ has CPSP.

☒ Please check here is the LHJ does not have a PSC.

In LHJs participating in the California Home Visiting Program (CHVP), the MCAH Director is required to devote a minimum of 0.05 FTE and a maximum of 0.15 FTE to CHVP oversight, fostering partnerships and collaboration within the LHJ, and directing the local CHVP Community Advisory Board (CAB).

☐ Please check here is the LHJ participates in the CHVP.

Signed:

Margarita King 8/3/2022
MCAH Director or designee Date

Local MCAH Director Verification of Requirements Form

Information and requirements for completing the form:

A copy of the form must be submitted annually during the Agreement Funding Application (AFA) process. The form will be verified with the submitted Local MCAH budget, Organizational Charts and Duty Statements.

Additionally, a new form is required to be submitted for any changes to the MCAH Director position throughout the year such as budget revisions and/or change in MCAH Director.

Submittal Requirements:

- Complete and submit the form annually during the AFA process.
- The form must be signed by MCAH Director and optionally the Agency Director.
- Submit the Duty Statement(s).
- Submit Organizational Chart(s).
- Submit a new form for any subsequent changes after the AFA process to the CDPH/MCAH Program Consultant.

Exhibit 12

Page 1 of 1

Contract Expires 6/30/23

Previous Contract # 202122

CDPH Program Name CHDP

Address 1615 Capitol Avenue. 5th Floor. Suite 73560

City/State/Zip
Sacramento, CA 95814

Contract Manager Jennifer Karpenko

Phone Number (916) 650-0370

THIS IS NOT A BUDGET FORM

[illegible]

¹If motor vehicle, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.). If van, include passenger capacity.

CDPH 1204 (12/20)

Certification Statement for the Use of Certified Public Funds

Pursuant to Code of Federal Regulations Title 42, Section 433.51, Public Funds as the State share of financial participation.

- (a) Public Funds may be considered as the State's share in claiming FFP if they meet the conditions specified in paragraphs (b) and (c) of this section.
- (b) The public funds are appropriated directly to the State or local Medicaid agency, or are transferred from other public agencies (including Indian tribes) to the State or local agency and under its administrative control, or certified by the contributing public agency as representing expenditures eligible for FFP under this section.
- (c) The public funds are not Federal funds, or are Federal funds authorized by Federal law to be used to match other Federal funds.

Public Agency: N/A

Address: _____

City: _____ State: _____ Zip: _____

Period Covered: _____ Fiscal Year: _____

Grant Amount: _____ Recipient: _____

I HEREBY CERTIFY under penalty of perjury that:

1. I am the official responsible for the information contained in this certification statement and I am authorized to make this certification on behalf of the Public Agency.
 - a. The information provided in this certification statement is true and correct and in accordance with state and federal law:
 - b. This certification is based on actual, total expenditures made by the Public Agency of public funds that meet the requirements for claiming FFP.
2. The funds from units of government are not Federal funds, or are Federal funds authorized by Federal law to be used to match other Federal funds.
3. The costs contained in this certification statement have not previously been, nor will subsequently be used for federal match in this or any other program.
4. I understand that the making of false statements is punishable and constitutes violation of the Federal False Claims Act.

Signature: _____

Print name: _____

Title: _____ Date: _____



TOMÁS J. ARAGÓN, M.D., Dr.P.H.
Director and State Public Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

Attestation of Compliance with the Requirements for Enhanced Title XIX Federal Financial Participation (FFP) Rate Reimbursement for Skilled Professional Medical Personnel (SPMP) and their Direct Clerical Support Staff

In compliance with the Social Security Act (SSA) section 1903(a)(2), Title 42 Code of Federal Regulations (CFR) part 432.2 and 432.50, and the Federal and State guidelines provided, Mariposa County Health & Human Services- Public Health MCAH

has determined that the list of individuals in the attached Exhibit A are eligible for the enhanced SPMP reimbursement rate, for the State Fiscal Year 2022-2023, based on our review of all the criteria below:

- ☒ Professional Education and Training
- ☒ Job Classification
- ☒ Job Duties /Duty Statement
- ☒ Specific Tasks (if only a portion will be claimed as SPMP enhanced functions)
- ☒ Organizational Chart
- ☒ Accurate, complete, and signed SPMP Questionnaire
- ☒ Active California License/Certification

The undersigned hereby attests that he/she:

- Has personally reviewed the criteria above and its supporting documentation, and determined that the individuals meet the federal requirements for the enhanced SPMP reimbursement rate.
- Will maintain all the aforementioned records and supporting documentation for audit purposes for a minimum of 3 years.
- Certifies that SPMP expenditures are from eligible non-federal sources and are in accordance with 42 CFR Section 433.51
- Understands that if SPMP requirements are not met, the agency will be financially responsible for repaying the costs to the California Department of Public Health (CDPH).
- Understands that CDPH may request additional information to substantiate the SPMP claims and such information must be provided in a timely manner.

Mariposa County Public Health/Mariposa County

Agency Name/Local Health Jurisdiction

Margarita King, MSN, PHN

Name and Title

Margarita King ^{AKW}
Signature

8/1/2022

Date

CDPH Maternal, Child and Adolescent Health Division/Center for Family Health
MS 8300 • P.O. Box 997420 • Sacramento, CA 95899-7420
(916) 650-0300 • (916) 650-0305 FAX
[Department Website](http://www.cdph.ca.gov) (www.cdph.ca.gov)



SPMP ATTESTATION
Exhibit A

#	Agency Employee	Classification/Position	Professional Education/Training	Type of License	Active CA License No./ Certification No.
1	Margarita King, MSN, PHN	MCAH Director/ PSC Coordinator/SIDS Coordinator	Masters in Nursing/Bachelors in Nursing	Registered Nursing	RN 444330/ PHN66282
2	Marty Fazio, PHN	Public Health Nurse	Bachelors in Nursing	Registered Nursing	RN 447572
3					
4					
5					
6					
7					
8					
9					
10					

#	Agency Employee	Classification/Position	Professional Education/Training	Type of License	Active CA License No./ Certification No.
11					
12					
13					
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16					
17					
18					
19					
20					

#	Agency Employee	Classification/Position	Professional Education/Training	Type of License	Active CA License No./ Certification No.
21					
21					
23					
24					
25					
26					
27					
28					
29					
30					

California Department of Public Health (CDPH)
Maternal, Child and Adolescent Health (MCAH) Division
Local MCAH Scope of Work (SOW)

The Local Health Jurisdiction (LHJ), in collaboration with the CDPH/MCAH Division, shall strive to develop systems that protect and improve the health of California’s women of reproductive age, infants, children, adolescents and their families.

The development of theLocal MCAH SOW was guided by several public health frameworks including the ones listed below. Please consider integrating these approaches when conceptualizing and organizing local program, policy, and evaluation efforts.

- o The Ten Essential Services of Public HealthandToolkit
- o The Spectrum of Prevention
- o Life Course Perspective
- o Social Determinants of Health
- o The Social-Ecological Model<http://www.cdc.gov/violenceprevention/overview/social-ecologicalmodel.html>
- o Strengthening Families

All Title V programs must comply with the MCAH Fiscal Policy and Procedures Manual and the Local MCAH Program Policy and Procedures Manual.

Certification by MCAH Director:	Name:Margarita King
	Title:Public Health Nurse Manager/MCAH Director
	Date: Click or tap to enter a date
	<i>I certify that I have seen and reviewed this Scope of Work for compliance with CDPH/MCAH Program Policies and Procedures.</i>

Note: The Title V Maternal and Child Health Block Grant is the federal program that provides core funding to California to improve the health of mothers and children. The Title V Block Grant is federally administered by the Health Resources and Services Administration.

CDPH/MCAH may post SOWs on the CDPH/MCAH website.

Section A: General requirements and activities for all LHJs

Aligns With	General Requirement(s)	Required Local Activities	Time Frame	Deliverable Description
CDPH/MCAH Requirement	Annual Report	A1 Complete and submit an Annual Report each fiscal year to report on Scope of Work activities.	Annually, each fiscal year	The Annual Report will report on progress of program activities and the extent to which the LHJ met the SOW goals and deliverables and how funds were expended.
Title V Requirement	Toll-Free Line	A2 Provide a toll-free telephone number or “no cost to the calling party” number (and other appropriate methods) which provides a current list of culturally and linguistically appropriate information and referrals to community health and human resources for the public regarding access to prenatal care.	Annually, each fiscal year	Include on Local MCAH budget during the AFA cycle. Report in Annual Report: List toll-free telephone number
Title V Requirement	MCAH Website	A3 Share link, if available, to the appropriate Local MCAH Title V Program website.	Annually, each fiscal year	Report in the Annual Report: List the URL for the Local MCAH Title V program website
Title V Requirement CDPH/MCAH Requirement	Workforce Development and Training	A4 Attend required trainings/meetings as outlined in the MCAH Program Policies and Procedures.	Annually, each fiscal year	Report attendance in Annual Report: - MCAH Director’s meeting - SIDS Coordinators meeting
CDPH/MCAH Requirement	MCAH Director	A5 Maintain required MCAH Director position and recruit and retain qualified Title V program staff by as outlined in the MCAH Policies and Procedures.	Ongoing	The LHJ must submit an MCAH Director verification form annually during the AFA process and resubmit with any changes.
CDPH/MCAH Requirement	Community Resource and Referral Guide	A6 Develop a comprehensive MCAH resource and referral guide of available health, mental health, emergency resources, and social services.	By end of 2025	Report in Annual Report: Submit/upload a copy or link to the existing resource and referral guide
Title V Requirement	Conduct Local Needs Assessment	A7 Conduct a Local Needs Assessment to acquire an accurate, thorough picture of the strengths and weaknesses of the local public health system.	Once in five-year cycle	Complete Local Needs Assessment documents provided by CDPH/MCAH.

Attachment: FY 2223 MCAH SOW (RES-2022-535 : Approve the Maternal, Child and Adolescent Health

Section B: Domain specific requirements and activities				
CDPH/MCAH Requirement	Infant – Sudden Infant Death Syndrome/Sudden Unexpected Infant Death (SIDS/SUID)	B1 Required for Infant Domain - all LHJs Provide SIDS/SUID grief and bereavement services and supports through home visits and/or mail resource packets to families suffering an infant loss.	Annually, each fiscal year	Report on SIDS/SUID services and supports in the Annual Report.
CDPH/MCAH Requirement	Infant – Safe Sleep	B2 Required for Infant Domain - all LHJs Promote the latest AAP Safe Sleep guidance and implement Infant Safe Sleep Interventions to reduce the number of SUID related deaths.	Annually, each fiscal year	Report on safe sleep activities in the Annual Report.
CDPH/MCAH Requirement	Child Health - Developmental Screening	B3 Required for Child Domain - all LHJs Partner with CDPH/MCAH to identify, review and monitor local developmental screening rates.	Annually, each fiscal year	Report on developmental screening activities in the Annual Report.
CDPH/MCAH Requirement	Child Health – Family Economic Supports	B4 Required for Child Domain - all LHJs Link and refer families in MCAH programs to safety net and public health care programs such as Family Planning, Access, Care, and Treatment (PACT), Medi-Cal, and Denti-Cal.	Annually, each fiscal year	Report on family economic support activities in the Annual Report.
CDPH/MCAH Requirement	Children and Youth with Special Health Care needs (CYSHCN)	B5 Required for CYSHCN Domain - all LHJs Link and refer children in families served by Local MCAH programs to services if results of a developmental or trauma screening indicates that the child needs follow-up.	Annually, each fiscal year	Report on screening and referral activities in the Annual Report.
CDPH/MCAH Requirement	Children and Youth with Special Health Care needs (CYSHCN)	B6 Required for CYSHCN Domain - all LHJs Outreach to and connect with your local or regional family resource center to understand needs of CYSHCN and their families and the resources available to them. http://www.frcnca.org/frcnca-directory/	Annually, each fiscal year	Report on outreach activities in the Annual Report.
CDPH/MCAH Requirement	Infant – Fetal Infant Mortality Review (FIMR)	B7 Required for FIMR funded LHJs only LHJs funded for FIMR will implement FIMR activities in accordance with Local MCAH Program Policies and Procedures.	Annually, each fiscal year	Report on FIMR activities in the Annual Report.
CDPH/MCAH Requirement	Black Infant Health (BIH) Program	B8 Required for BIH funded LHJs only LHJs funded for BIH will implement the BIH Program in accordance with BIH Policies	Annually, each fiscal year	Report on BIH activities in the Annual Report.

		and Procedures.		
CDPH/MCAH Requirement	Adolescent Family Life Program (AFLP)	B9 Required for AFLP funded LHJs only LHJs funded for AFLP will implement the AFLP Program in accordance with AFLP Policies and Procedures.	Annually, each fiscal year	Report on AFLP activities in the Annual Report.

Section C: Local Activities by Domain

At least one activity must be selected or the LHJ must develop at least one activity of their own in the Women/Maternal Health Domain

Women/Maternal Health Domain	
Women/Maternal Priority Need: Ensure women in California are healthy before, during and after pregnancy. Women/Maternal Focus Area 1: Reduce the impact of chronic conditions related to maternal mortality.	
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 1: Well-woman visit (Percent of women with a preventive medical visit in the past year).
Women/Maternal State Objective 1: By 2025, reduce the rate of pregnancy-related deaths (up to 1 year after the end of pregnancy) from 12.8 deaths per 100,000 live births (2013 CA-PMSS) to 12.2 deaths per 100,000 live births.	
Women/Maternal State Objective 1: Strategy 1: Lead surveillance and investigations of pregnancy-related deaths (up to 1 year after the end of pregnancy) in California.	Women/Maternal State Objective 1: Strategy 2: Partner to translate findings from pregnancy-related mortality surveillance and research into recommendations for action to improve maternal health and perinatal clinical practices.
Local Activities for Women/Maternal Objective 1: Strategy 1:	Local Activities for Women/Maternal Objective 1: Strategy 2:
w 1.1.1 ☐ Partner with CDPH/MCAH on dissemination of data findings, guidance, and education to the public and local partners, including perinatal obstetric providers. What is your anticipated outcome?	w 1.2.1 ☐ Partner with CDPH/MCAH on dissemination of recommendations to improve maternal health and perinatal clinical practices, including quality improvement toolkits. What is your anticipated outcome?
w 1.1.2 ☐ Other local activity (Please Specify/Optional): What is your anticipated outcome?	w 1.2.2 ☐ Other local activity (Please Specify/Optional): What is your anticipated outcome?

If you have additional local activities, please add a row.

Women/Maternal Health Domain		
Priority Need: Ensure women in California are healthy before, during and after pregnancy. <i>Women/Maternal Focus Area 2: Reduce the impact of chronic conditions related to maternal morbidity.</i>		
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)		NPM 1: Well-woman visit (Percent of women with a preventive medical visit in the past year).
Women/Maternal State Objective 2: By 2025, reduce the rate of severe maternal morbidity from 93.5 per 10,000 delivery hospitalizations (2018PDD) to 88.8 per 10,000 delivery hospitalizations.		
Women/Maternal State Objective 2: Strategy 1: Lead surveillance and research related to maternal morbidity in California.	Women/Maternal State Objective 2: Strategy 2: Lead statewide regionalization of maternal care to ensure women receive appropriate care for childbirth.	Women/Maternal State Objective 2: Strategy 3: Partner to strengthen knowledge and skill among health care providers and individuals on chronic conditions exacerbated during pregnancy.
Local Activities for Women/Maternal Objective 2: Strategy 1	Local Activities for Women/Maternal Objective 2: Strategy 2	Local Activities for Women/Maternal Objective 2: Strategy 3
w 2.1.1 ☐ Partner with CDPH/MCAH on dissemination of data findings, guidance, and education to the public and local partners. What is your anticipated outcome?	w 2.2.1 ☐ Partner with local Regional Perinatal Programs of California (RPPC) Director to understand and promote efforts to establish Perinatal Levels of Care. What is your anticipated outcome?	w 2.3.1 ☐ Partner with CDPH/MCAH to pilot test educational materials addressing chronic health conditions during pregnancy and disseminate to consumers and providers. What is your anticipated outcome?
w 2.1.2 ☐ Other local activity (Please Specify/Optional): What is your anticipated outcome?	w 2.2.2 ☐ Partner with CDPH/MCAH, RPPC, and Comprehensive Perinatal Services Program (CPSP) to coordinate resources and quality improvement efforts. What is your anticipated outcome?	w 2.3.2 ☐ For Black Infant Health (BIH) funded sites only, develop and disseminate statewide media campaigns to inform Black women on chronic health conditions. What is your anticipated outcome?

w 2.1.3 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?	w 2.2.3 ☐Perinatal Service Coordinator (PSC) will partner with Women Infant Children (WIC), RPPC, CDPH/MCAH, Medi-Cal, and other key stakeholders to ensure a coordinated delivery system for women during and after pregnancy. What is your anticipated outcome?	w 2.3.3 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?
w 2.1.4 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?	w 2.2.4 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?	w 2.3.4 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?

If you have additional local activities, please add a row.

Woman/Maternal Health Domain		
Priority Need: Ensure women in California are healthy before, during and after pregnancy. Women/Maternal Focus Area 3: Improve mental health for all mothers in California.		
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 1: Well-woman visit (Percent of women with a preventive medical visit in the past year).	
Women/Maternal State Objective 3: By 2025, increase the receipt of mental health services among women who reported needing help for emotional well-being or mental health concerns during the perinatal period from 49.6% (provisional 2018 MIHA) to 52.1%.		
Women/Maternal State Objective 3: Strategy 1: Partner with state and local programs responsible for the provision of mental health services and early intervention programs to reduce mental health conditions in the perinatal period.	Women/Maternal State Objective 3: Strategy 2: Partnerto strengthen knowledge and skill among health care providers, individuals, and families to identify signs of maternal mental health-related needs.	Women/Maternal State Objective 3: Strategy 3: Partner to ensure pregnant and parenting women are screened utilizing standardized and validated tools and linked to needed services for mental health conditions in the perinatal period.
Local Activities for Women/Maternal Objective 3:Strategy 1	Local Activities for Women/Maternal Objective 3:Strategy 2	Local Activities for Women/Maternal Objective 3:Strategy 3
w 3.1.1 ☒ Partner with local programs responsible for the provision of mental health services and early intervention programs to promote mental health services in the perinatal period. What is your anticipated outcome? Local MCAH staff will participate with the Systems of Care Mariposa County Health & Human Services Agency in obtaining referral process and local MCAH staff trained with the process. Eligible pregnant women will be referred to mental health services when deemed appropriate.	w 3.2.1 ☐ Perinatal Service Coordinators (PSCs)will provide technical assistance on new requirements for provider screening of mental health. What is your anticipated outcome?	w 3.3.1 ☐ Implement and utilize standardized and validated mental health screening tools for pregnant and parenting women in MCAH programs. What is your anticipated outcome?
w 3.1.2 ☒ Partner with local mental health service providers to improve referral and linkages to mental health services.	w 3.2.2 ☐ Partner with local Mental Health Services Act (MHSA)/Prop. 63 funded programs to increase available services to women during perinatal period.	w 3.3.2 ☐ Lead the development of a county maternal mental health algorithm that outlines a referral system and the services available to address maternal mental health.

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What is your anticipated outcome? Referral process created and policy and protocol drafted. Local MCAH staff will participate with the Systems of Care Mariposa County Health & Human Services Agency in obtaining referral process and local MCAH staff trained with the process.	What is your anticipated outcome?	What is your anticipated outcome?
w 3.1.3 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?	w 3.2.3 ☐Partner with CDPH/MCAH to disseminate mental health promotional messages that educate women and families to recognize early signs and symptoms of mental health disorders. What is your anticipated outcome?	w 3.3.3 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?
w 3.1.4 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?	w 3.2.4 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?	w 3.3.4 ☒Other local activity (Please Specify/Optional): What is your anticipated outcome?

If you have additional local activities, please add a row.

Woman/Maternal Health Domain			
Priority Need: Ensure women in California are healthy before, during and after pregnancy.			
Women/Maternal Focus Area 4: Ensure optimal health before pregnancy and improve pregnancy planning and birth spacing.			
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 1: Well-woman visit (Percent of women with a preventive medical visit in the past year). ESM: The number of Local Health Jurisdictions (LHJs) that report developing or adopting a protocol to link clients (women 22-44) to a provider to access a preventive visit.		
Women/Maternal State Objective 4: By 2025, increase the percent of women who had an optimal interpregnancy interval of at least 18 months from 73.6% (2017 CCMBF) to 76.4%.			
Women/Maternal State Objective 4: Strategy 1: Partner to increase provider and individual knowledge and skill to improve health and health care before and between pregnancies.	Women/Maternal State Objective 4: Strategy 2: Lead a population-based assessment of mothers in California, the Maternal and Infant Health Assessment Survey (MIHA), to provide data to guide programs and services.	Women/Maternal State Objective 4: Strategy 3: Leadthe implementation of the Comprehensive Perinatal Service Provider (CPSP) program to ensure access to comprehensive prenatal care for Medi-Cal Fee-for-Service clients.	Women/Maternal State Objective 4: Strategy 4: Fund the DHCS Indian Health Program (IHP) to administer the American Indian Maternal Support Services (AIMSS) to provide case management and home visitation program services for American Indian women during and after pregnancy.
Local Activities for Women/Maternal Objective 4:Strategy 1	Local Activities for Women/Maternal Objective 4:Strategy 2	Local Activities for Women/Maternal Objective 4:Strategy 3	No Local Activities
w 4.1.1 ☐ Partner with CDPH/MCAH to disseminate and promote best practices and resources from key preconception initiatives. What is your anticipated outcome?	w 4.2.1 ☐ Partner with CDPH/MCAH in the development of the Maternal Infant Health Assessment (MIHA)Survey. What is your anticipated outcome?	w 4.3.1 ☐ Partner with Perinatal Service Coordinators (PSCs) to identify and recruit providers in medically underserved areas to increase access to care. What is your anticipated outcome?	
w 4.1.2 ☐ Coordinate with CDPH/MCAH to identify uninsured populations andconduct outreach and awareness of health insurance options.	w 4.2.2 ☐ Partner with CDPH/MCAH to disseminate MIHA data findings and guidance to the public and local partners.	w 4.3.2 ☐ Lead in implementing the local CPSP program and provide monitoring and oversight of providers to ensure quality of care for CPSP clients.	

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What is your anticipated outcome?	What is your anticipated outcome?	What is your anticipated outcome?	
w 4.1.3 ☐ Partner with CDPH/MCAH to promote preconception/inter-conception health programs. What is your anticipated outcome?	w 4.2.3 ☐ Other local activity (Please Specify/Optional): What is your anticipated outcome?	w 4.3.3 ☐ Other local activity (Please Specify/Optional): What is your anticipated outcome?	
w 4.1.4 ☐ Other local activity (Please Specify/Optional): What is your anticipated outcome?	w 4.2.4 ☐ Other local activity (Please Specify/Optional): What is your anticipated outcome?	w 4.3.4 ☐ Other local activity (Please Specify/Optional): What is your anticipated outcome?	

If you have additional local activities, please add a row.

Woman/Maternal Health Domain	
Priority Need: Ensure women in California are healthy before, during and after pregnancy. Women/Maternal Focus Area 5: Reduce maternal substance use.	
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 1: Well-woman visit (Percent of women with preventive medical visit in the a past year).
Women/Maternal State Objective 5: By 2025, reduce the rate of maternal substance use from 20.7 per 1,000 delivery hospitalizations (2018 PDD) to 19.7 per 1,000 delivery hospitalizations.	
Women/Maternal State Objective 5: Strategy 1: Lead research and surveillance on maternal substance use in California.	Women/Maternal State Objective 5: Strategy 2: Partner at the state and local level to increase prevention and treatment of maternal opioid and other substance use.
Local Activities for Women/Maternal Objective 5:Strategy 1	Local Activities for Women/Maternal Objective 5:Strategy 2
w 5.1.1 ☐ Coordinate with CDPH/MCAH to disseminate data findings, guidance, and education to the public and local partners. What is your anticipated outcome?	w 5.2.1 ☐ Identify county specific resources on treatment and best practices to address substance use and collaborate to improve referral and linkages to services. What is your anticipated outcome?
w 5.1.2 ☐ Other local activity (Please Specify/Optional): What is your anticipated outcome?	w 5.2.2 ☐ Partner with CDPH/MCAH to disseminate a social media campaign on maternal opioid use. What is your anticipated outcome?
w 5.1.3 ☐ Other local activity (Please Specify/Optional):	w 5.2.3 ☐ Disseminate the Association of State and Territorial Health Officials (ASTHO) Public Health

What is your anticipated outcome?	Perinatal Opioid Toolkit. What is your anticipated outcome?
w 5.1.4 ☐ Other local activity (Please Specify/Optional): What is your anticipated outcome?	w 5.2.4 ☐ Other local activity (Please Specify/Optional): What is your anticipated outcome?

If you have additional local activities, please add a row.

Section C: Local Activities by Domain

At least one activity must be selected or the LHJ must develop at least one activity of their own in the Perinatal/InfantHealth Domain

Perinatal/Infant Health Domain			
Perinatal/Infant Priority Need: Ensure all infants are born healthy and thrive in their first year of life. Perinatal/Infant Focus Area 1: Improve healthy infant development through breastfeeding. Perinatal/Infant Focus Area 2: Improve healthy infant development through caregiver/infant bonding.			
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)		NPM 4a: Percent of infants who are ever breastfed. NPM 4b: Percent of infants breastfed exclusively through 6 months. ESM 4.1: Number of online views/hits to the "Lactation Support for Low-Wage Workers".	
Perinatal/Infant State Objective 1: By 2025, increase the percent of women who report exclusive in-hospital breastfeeding from 70.2% (2018 GDSP) to72.5%.			
Perinatal/Infant State Objective 1: Strategy 1: Lead surveillance of breastfeeding practices and assessment of initiation and duration trends.	Perinatal/Infant State Objective 1: Strategy 2: Lead technical assistance and training to support breastfeeding initiation, including the implementation of the Model Hospital Policy or Baby Friendly in all California birthing hospitals by 2025.	Perinatal/Infant State Objective 1: Strategy 3: Partner to develop and disseminate information and resources about policies and best practices to promote breastfeeding duration, including lactation accommodation within all MCAH programs.	Perinatal/Infant State Objective 1: Strategy 4: Partner with birthing hospitals to support caregiver/infant bonding.
Local Activities for Perinatal/Infant Objective 1: Strategy 1	Local Activities for Perinatal/Infant Objective 1: Strategy 2	Local Activities for Perinatal/Infant Objective 1: Strategy 3	Local Activities for Perinatal/Infant Objective 1: Strategy 4
p 1.1.1 ☐ Monitor and track breastfeeding initiation and duration rates and disseminate data to community and local partners. What is your anticipated outcome?	p 1.2.1 ☒ Promote breastfeeding education to prenatal women in local MCAH programs. What is your anticipated outcome? The Mariposa County MCAH local program will collaborate with the Women Infant Children (WIC) program in providing breastfeeding education to prenatal and postpartum women in the county. An increase(>74%) or steady rate (74%)for exclusive breastfeeding rates will continue in	p 1.3.1 ☐ Partner to develop and disseminate information and resources about policies and best practices to promote extending breastfeeding duration, including lactation accommodation within local MCAH programs. What is your anticipated outcome?	p 1.4.1 ☐ Partner with Regional Perinatal Program of California (RPPC) Directors to work with local birthing hospitals on messaging related to infant bonding with an emphasis on a client-centered approach. What is your anticipated outcome?

	Mariposa County.		
p 1.1.2 ☐Other local activity (Please Specify/Optional) What is your anticipated outcome?	p 1.2.2 ☒Partner to disseminate information to the community regarding evidence-based breastfeeding initiation guidance. What is your anticipated outcome? Local WIC and local MCAH program to collaborate in this activity; with WIC services to continue to the outlying areas of the County such as North region of Mariposa County.	p 1.3.2 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?	p 1.4.2 ☐Partner with community leaders to promote infant bonding, skin to skin training and outreach activities to dads, partners, and caretakers. What is your anticipated outcome?
p 1.1.3 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?	p 1.2.3 ☐Partner with Regional Perinatal Programs of California (RPPC) Directors to track and assess implementation and technical assistance needs of birthing hospitals related to the implementation of Model Hospital Policy or Baby Friendly. What is your anticipated outcome?	p 1.3.3 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?	p 1.4.3 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?
p 1.1.4 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?	p 1.2.4 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?	p 1.3.4 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?	p 1.4.4 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?

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If you have additional local activities, please add a row.

Perinatal/Infant Health Domain		
Perinatal/Infant Priority Need: Reduce infant mortality with a focus on eliminating disparities. <i>Perinatal/Infant Focus Area 3: Reduce Black Infant Mortality.</i>		
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	SPM 1: Preterm birth rate among infants born to non-Hispanic Black women.	
Perinatal/Infant State Objective 2: By 2025, reduce the rate of infant deaths from 4.2 per 1,000 live births (2017 BSMF/DSMF) to 4.0.		
Perinatal/Infant State Objective 2: Strategy 1: Lead research and surveillance related to fetal and infant mortality in California.	Perinatal/Infant State Objective 2: Strategy 2: Support local fetal infant review (FIMR) programs by expanding and implementing infant safe sleep strategies and engaging community action team members in efforts to reduce the number of sudden unexpected infant deaths.	Perinatal/Infant State Objective 2: Strategy 3: Lead the California SIDS Program to provide grief and bereavement support to parents, technical assistance, resources, and training on infant safe sleep to reduce infant mortality.
Local Activities for Perinatal/Infant Objective 2: Strategy 1	No Local Activities	Local Activities for Perinatal/Infant Objective 2: Strategy 3
p 2.1.1 ☒ Monitor and track fetal and infant mortality and disseminate data to community and local partners. What is your anticipated outcome? Local MCAH program will be included in the local fetal death review meetings; information to be disseminated to local partners such as Mariposa First 5 and local health providers.		p 2.3.1 ☐ Promote and disseminate information and resources related to SIDS/SUID risk factors and reduction strategies. What is your anticipated outcome?
p 2.1.2 ☐ Other local activity (Please Specify/Optional): What is your anticipated outcome?		p 2.3.2 ☐ Disseminate Safe to Sleep® campaign and Safe Sleep strategies that address SIDS and other sleep-related causes of infant death. What is your anticipated outcome?

p 2.1.3 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?		p 2.3.3 ☐Partner with Regional Perinatal Programs of California (RPPC) to work with birthing hospitals to disseminate Sudden Infant Death Syndrome/Sudden Unexpected Infant Death (SIDS/SUID) risk reduction information to parents or guardians of newborns upon discharge. What is your anticipated outcome?
p 2.1.4 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?		p 2.3.4 ☐Partner with local childcare licensing, birthing facilities, clinics, Women Infant Children (WIC) sites, and medical providers to provide SIDS/SUID and Safe Sleep education. What is your anticipated outcome?
p 2.1.5 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?		p 2.3.5 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?

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If you have additional local activities, please add a row.

Perinatal/Infant Health Domain			
Perinatal/Infant Priority Need: Reduce infant mortality with a focus on eliminating disparities. Perinatal/Infant Focus Area 3: Reduce preterm births.			
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)		SPM 1: Preterm birth rate among infants born to non-Hispanic Black women.	
Perinatal/Infant State Objective 3: By 2025, reduce the percentage of preterm births from 8.7% (2017 BSMF) to 8.4%.			
Perinatal/Infant State Objective 3: Strategy 1: Lead research and surveillance on disparities in preterm birth rates in California.	Perinatal/Infant State Objective 3: Strategy 2: Lead the implementation of the Black Infant Health (BIH) Program to reduce the impact of stress due to structural racism to improve Black birth outcomes.	Perinatal/Infant State Objective 3: Strategy 3: Lead the implementation of the Perinatal Equity Initiative (PEI) to increase perinatal equity in California.	Perinatal/Infant State Objective 3: Strategy 5: Lead the development and dissemination of preterm birth reduction strategies across California.
Local Activities for Perinatal/Infant Objective 3: Strategy 1	Local Activities for Perinatal/Infant Objective 3: Strategy 2	Local Activities for Perinatal/Infant Objective 3: Strategy 3	Local Activities for Perinatal/Infant Objective 3: Strategy 5
p 3.1.1 ☐ Monitor and track local preterm birth rates and disseminate data to community and local partners. What is your anticipated outcome?	p 3.2.1 ☐ Other local activity (Please Specify/Optional): What is your anticipated outcome?	p 3.3.1 ☐ Other local activity (Please Specify/Optional): What is your anticipated outcome?	p 3.5.1 ☐ Partner with local birthing hospitals, and community stakeholders to disseminate social media campaigns about preterm birth reduction strategies. What is your anticipated outcome?

p 3.1.2 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?	p 3.2.2 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?	p 3.3.2 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?	p 3.5.2 ☐Develop and disseminate preterm birth reduction materials and resources to the community and agencies providing services to moms and babies. What is your anticipated outcome?
p 3.1.3 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?	p 3.2.3 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?	p 3.3.3 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?	p 3.5.3 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?

If you have additional local activities, please add a row.

Section C: Local Activities by Domain

At least one activity must be selected or the LHJ must develop at least one activity of their own in the ChildHealth Domain

Child Health Domain			
Child Priority Need: Optimize the healthy development of all children so they can flourish and reach their full potential.			
Child Focus Area 1: Expand and support developmental screening.			
(National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 6: Percentage of children, ages 9 through 35 months, who received a developmental screening using a parent-completed screening tool in the past year. ESM 6.1: Percent of children enrolled in CHVP with at least one developmental screen using a validated instrument within AAP-defined age range (10 months, 18 months, or 24 months' time points) during the reporting period.		
Child State Objective 1: By 2025, increase the percentage of children, ages 9 through 35 months, who received a developmental screening from a health care provider using a parent-completed screening tool in the past year from 25.9% (NSCH 2017-18) to 32.4%.			
Child State Objective 1: Strategy 1: Partner to build data capacity for public health surveillance and program monitoring and evaluation related to developmental screening in California.	Child State Objective 1: Strategy 2: Partner to improve early childhood systems to support early developmental health and family well-being.	Child State Objective 1: Strategy 3: Partner to educate and build capacity among providers and families to understand developmental milestones and implement best practices in developmental screening and monitoring within MCAH programs.	Child State Objective 1: Strategy 4: Support implementation of Department of Health Care Services (DHCS) policies regarding child health and well-being, including developmental screening.
No Local Activities	Local Activities for Child Objective 1: Strategy 2 ch1.2.1	Local Activities for Child Objective 1: Strategy 3 ch1.3.1	Local Activities for Child Objective 1: Strategy 4 ch1.4.1
	☒ Partner with CDPH/MCAH, Statewide Screening Collaborative, and local stakeholders, such as the local First 5 program or Help Me Grow system, to identify key local resources for developmental screening/linkage. What is your anticipated outcome? The local MCAH program will participate and assist in establishing a County home visiting program with a chosen developmental screening program and policy for access to care link	☐ Partner with CDPH/MCAH and early childhood and family-serving programs to assess current policies and practices on developmental screening and monitoring of developmental milestones to determine whether additional monitoring or screening can be incorporated into the programs. What is your anticipated outcome?	☐ Build capacity by partnering with local Medi-Cal managed care health plans to educate and share information with providers about Medi-Cal developmental screening reimbursement and quality measures. What is your anticipated outcome?

	referral process.		
	ch1.2.2 ☐Lead the development of a community resource map that links referrals to services. What is your anticipated outcome?	ch1.3.2 ☐Partner with providers to educate families in MCAH programs about specific milestones and developmental screening needs. What is your anticipated outcome?	ch1.4.2 ☐Track county Medi-Cal managed care health plan developmental screening data. What is your anticipated outcome?
	ch1.2.3 ☒Develop a social media campaign or other outreach activity for families who missed well-child visits and/or developmental screening due to COVID-19 to educate families on the importance of resuming preventive services. What is your anticipated outcome? The local MCAH program will partner with local community agencies such as John C. Fremont Healthcare Services, Mariposa Amador Calaveras Tuolumne (MACT) Indian Health Services, Mariposa First 5, Infant Children Enrichment Services, Mariposa Safe Families, Mariposa Oral Health and the Communications Team of the Mariposa County Health & Human Services Agency to establish a social media campaign. There will be an increase in well child examinations (less waivers for physical	ch1.3.3 ☐Partner with Help Me Grow (HMG) and other key partners to educate providers and families about developmental screening recommendations and tools. What is your anticipated outcome?	ch1.4.3 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?

	examination) of kindergarten students entering the Mariposa County Unified School District.		
	ch1.2.4 ☐ Other local activity (Please Specify/Optional): What is your anticipated outcome?	ch1.3.4 ☐ Partner with Women Infant Children (WIC) and other stakeholders to disseminate developmental milestone information, educational resources, and tools. What is your anticipated outcome?	ch1.4.4 ☐ Other local activity (Please Specify/Optional): What is your anticipated outcome?
	ch1.2.5 ☐ Other local activity (Please Specify/Optional): What is your anticipated outcome?	ch1.3.5 ☐ Other local activity (Please Specify/Optional): What is your anticipated outcome?	ch1.4.5 ☐ Other local activity (Please Specify/Optional): What is your anticipated outcome?

If you have additional local activities, please add a row.

Child Health Domain		
Child Priority Need: Optimize the healthy development of all children so they can flourish and reach their full potential. Child Focus Area 2: Raise awareness of adverse childhood experiences and prevent toxic stress through building resilience.		
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 6: Percentage of children, ages 9 through 35 months, who received a developmental screening using a parent-completed screening tool in the past year. ESM 6.1: Percent of children enrolled in CHVP with at least one developmental screen using a validated instrument within AAP-defined age range (10 months, 18 months, or 24 months' time points) during the reporting period.	
Child State Objective 2: By 2025, increase the percentage of children, ages 0 through 17 years, who live in a home where the family demonstrated qualities of resilience (i.e., met all four resilience items as identified in the NSCH survey) during difficult times from 82.0% (95% CI: 78.2-85.3%) to 84.5%.		
Child State Objective 2: Strategy 1: Partner with CDPH Essentials for Childhood and other stakeholders to build data capacity to track and understand experiences of adversity and resilience among children and families.	Child State Objective 2: Strategy 2: Partner to build capacity and expand programs and practices to build family resiliency by optimizing the parent-child relationship, enhancing parenting skills, and addressing child poverty through increasing access to safety net programs within MCAH-funded programs.	Child State Objective 2: Strategy 3: Support the California Office of the Surgeon General and DHCS' ACEs Aware initiative to build capacity among communities, providers, and families to understand the impact of childhood adversity and the importance of trauma-informed care.
Local Activities for Child Objective 2: Strategy 1	Local Activities for Child Objective 2: Strategy 2	Local Activities for Child Objective 2: Strategy 3
ch2.1.1 ☐ Identify and examine local county data sources for childhood adversity, childhood poverty, and social determinants of health affecting child health and family resilience. What is your anticipated outcome?	ch2.2.1 ☐ Assess current MCAH program practices to promote healthy, safe, stable, and nurturing parent-child relationships. What is your anticipated outcome?	ch2.3.1 ☐ Participate and promote the California Surgeon General's Adverse Childhood Experiences (ACEs) Aware trainings within local county agencies. What is your anticipated outcome?
ch2.1.2 ☐ Other local activity (Please Specify/Optional): What is your anticipated outcome?	ch2.2.2 ☐ Partner with CDPH/MCAH to understand statewide initiatives that address social determinants of health and strengthen economic supports for families.	ch2.3.2 ☐ Identify resources and training opportunities on ACEs and trauma-informed care for local programs. What is your anticipated outcome?

Attachment: FY 2223 MCAH SOW (RES-2022-535 : Approve the Maternal, Child and Adolescent Health

	What is your anticipated outcome?	
ch2.1.3 ☐ Other local activity (Please Specify/Optional): What is your anticipated outcome?	ch2.2.3 ☐ Other local activity (Please Specify/Optional): What is your anticipated outcome?	ch2.3.3 ☐ Other local activity (Please Specify/Optional): What is your anticipated outcome?

If you have additional local activities, please add a row.

Child Health Domain	
Child Priority Need: Optimize the healthy development of all children so they can flourish and reach their full potential. <i>Child Focus Area 3: Support and build partnerships to improve the physical health of all children.</i>	
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 6: Percentage of children, ages 9 through 35 months, who received a developmental screening using a parent-completed screening tool in the past year. ESM 6.1: Percent of children enrolled in CHVP with at least one developmental screen using a validated instrument within AAP-defined age range (10 months, 18 months, or 24 months’ time points) during the reporting period.
Child State Objective 3: By 2025, increase the percentage of children, ages 1 through 17 years, who had a preventive dental visit in the past year from 80.2% (95% CI: 76.0- 83.9) [NSCH 2017-18] to 82.6%.	
Child State Objective 3: Strategy 1: Support the CDPH Office of Oral Health in their efforts to increase access to regular preventive dental visits for children by sharing information with MCAH programs.	
Local Activities for Child Objective 3: Strategy 1	
ch3.1.1	
☒ Other local activity (Please Specify/Optional): Partner with the local Oral Health Program in establishing Kindergarten Oral Health Assessment	
What is your anticipated outcome? Decreased waivers of dental screening for incoming Kindergarten students. Establish MOU with the local Mariposa County Unified School District to perform Oral health screening assessment.	

If you have additional local activities, please add a row.

Child Health Domain	
Child Priority Need: Optimize the healthy development of all children so they can flourish and reach their full potential. <i>Child Focus Area 3: Support and build partnerships to improve the physical health of all children.</i>	
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 6: Percentage of children, ages 9 through 35 months, who received a developmental screening using a parent-completed screening tool in the past year. ESM 6.1: Percent of children enrolled in CHVP with at least one developmental screen using a validated instrument within AAP-defined age range (10 months, 18 months, or 24 months' time points) during the reporting period.
Child State Objective 4: By 2025, decrease the percentage of 5 th grade students who are overweight or obese from 40.5% (2018) to 39.3%.	
Child State Objective 4: Strategy 1: Partner to enable the reporting of data on childhood overweight and obesity in California.	Child State Objective 4: Strategy 2: Partner with WIC and others to provide technical assistance to local MCAH programs to support healthy eating and physically active lifestyles for families.
Local Activities for Child Objective 4: Strategy 1	Local Activities for Child Objective 4: Strategy 2
ch4.1.1 ☐ Other local activity (Please Specify/Optional): What is your anticipated outcome?	ch4.2.1 ☒ Partner with Women Infant Children (WIC), local healthy community programs and initiatives, CDPH/MCAH programs, stakeholders to identify resources, best practices, and tools on healthy eating to share with families in MCAH programs. What is your anticipated outcome? There will be an established collaboration with the local CalFresh Initiative program to assist in local program health education on healthy eating to Mariposa County families.
ch4.1.2 ☐ Other local activity (Please Specify/Optional): What is your anticipated outcome?	ch4.2.2 ☒ Partner with Women Infant Children (WIC), and other local programs to refer and link eligible families to WIC and other healthy food resources. What is your anticipated outcome? The local MCAH program will participate in the local Mariposa County Health & Wellness Coalition. The local MCAH program staff will obtain data of number of families referred to WIC and collaborate with the local WIC program in linking eligible families to WIC.

ch4.1.3 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?	ch4.2.3 ☐Partner with CDPH/MCAH to utilize the Policies, Systems, and Environmental Change Toolkit to improve physical activity, nutrition, and breastfeeding within the local health jurisdiction. What is your anticipated outcome?
ch4.1.4 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?	ch4.2.4 ☐Share the child MyPlate and related messaging with families and providers to promote healthy eating in children. What is your anticipated outcome?
ch4.1.5 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?	ch4.2.5 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?

If you have additional local activities, please add a row.

Section C: Local Activities by Domain

At least one activity must be selected or the LHJ must develop at least one activity of their own in the CYSHCNHealth Domain

Children and Youth with Special Health Care Needs (CYSHCN) Domain		
CYSHCN Priority Need 1: Make systems of care easier to navigate for CYSHCN and their families.		
CYSHCN Focus Area 1: Build capacity at the state and local levels to improve systems that serve CYSHCN and their families.		
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 12: Percent of adolescents with and without special health care needs who receive services necessary to make transitions to adult health care. ESM 12.1:Percentage of local MCAH programs that implement a Scope of Work objective focused on CYSHCN public health systems.	
CYSHCN State Objective 1: By 2025, maintain the number of local MCAH programs that chose to implement a Scope of Work objective focused on CYSHCN public health systems and services during FY 21-22.		
CYSHCN State Objective 1: Strategy 1: Lead state and local MCAH capacity-building efforts to improve and expand public health systems and services for CYSHCN.	CYSHCN State Objective 1: Strategy 2: Lead program outreach and assessment within State MCAH to ensure best practices for serving CYSHCN are integrated into all MCAH programs.	CYSHCN State Objective 1: Strategy 3: Partner to build data capacity to understand needs and health disparities in the CYSHCN population.
Local Activities for CYSHCN Objective 1: Strategy 1	Local Activities for CYSHCN Objective 1: Strategy 2	No Local Activities
cy 1.1.1 ☐ Conduct an environmental scan focused on children and youth with special health care needs and their families, including needs, gaps, and resources available in your county or region. What is your anticipated outcome?	cy 1.2.1 ☐ Create or update a resource guide or diagram to help families, providers, and organizations understand the landscape of available local resources in the community. What is your anticipated outcome?	
cy 1.1.2 ☒ Improve coordination of emergency preparedness and disaster relief support for Children and Youth with Special Health Care Needs(CYSHCN) and their families (COVID-19, wildfires,	cy 1.2.2 ☐ Other local activity (Please Specify/Optional):	

earthquakes, etc.) What is your anticipated outcome? The local MCAH program will collaborate with the local SAFE (Support and Aid for Everyone) program to enroll any CYSHN children and their families. The local MCAH program will establish a policy and protocol on linking CYSHN children and their families to public health emergency resources.	What is your anticipated outcome?	
cy 1.1.3 ☐ Conduct a local data/evaluation project focused on CYSHCN. What is your anticipated outcome?	cy 1.2.3 ☐ Other local activity (Please Specify/Optional): What is your anticipated outcome?	
cy 1.1.4 ☐ Create or join a public health taskforce focused on the needs of CYSHCN in your county or region. What is your anticipated outcome?	cy 1.2.4 ☐ Other local activity (Please Specify/Optional): What is your anticipated outcome?	
cy 1.1.5 ☐ Other local activity (Please Specify/Optional):	cy 1.2.5 ☐ Other local activity (Please Specify/Optional):	

What is your anticipated outcome?	What is your anticipated outcome?	
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If you have additional local activities, please add a row.

Children and Youth with Special Health Care Needs (CYSHCN) Domain		
CYSHCN Priority Need 1: Make systems of care easier to navigate for CYSHCN and their families.		
CYSHCN Focus Area 2: Increase access to coordinated primary and specialty care for CYSHCN.		
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 12: Percent of adolescents with and without special health care needs who receive services necessary to make transitions to adult health care ESM 12.1:Percentage of local MCAH programs that implement a Scope of Work objective focused on CYSHCN public health systems	
CYSHCN State Objective 2: By 2025, increase the percentof adolescents with special health care needs, ages 12 through 17, who received services necessary to make transitions to adult health care from 18.4% to 20.2%. (NSCH 2016-20)		
CYSHCN State Objective 2: Strategy 1: Partner on identifying and incorporating best practices to ensure that CYSHCN and their families receive support for a successful transition to adult health care.	CYSHCN State Objective 2: Strategy 2: FundDHCS/ISCD to assist CCS counties in providing necessary care coordination and case management to CCS clients to facilitate timely and effective access to care and appropriate community resources.	CYSHCN State Objective 2: Strategy 3: Fund DHCS/ISCD to increase timely access to qualified providers for CCS clients to facilitate coordinated care.
Local Activities for CYSHCN Objective 2: Strategy 1	No Local Activities	No Local Activities
cy 2.1.1 ☐ Conduct an environmental scan in your county and/or region to understand needs, strengths, barriers, and opportunities in the transition to adult health care, supports, and services for youth with special health care needs. What is your anticipated outcome?		
cy 2.1.2 ☐ Develop a communication and/or outreach campaign focused on transition from pediatric care to adult health care, including supports and services for youth with special health care needs. What is your anticipated outcome?		

cy 2.1.3 ☐Create/join a local learning collaborative or workgroup focused on the transition to adult health care and supports and services for youth with special health care needs. What is your anticipated outcome?		
cy 2.1.4 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?		

If you have additional local activities, please add a row.

Children and Youth with Special Health Care Needs (CYSHCN) Domain		
CYSHCN Priority Need 2: Increase engagement and build resilience among CYSHCN and their families.		
CYSHCN Focus Area 3: Empower and support CYSHCN, families, and family-serving organizations to participate in health program planning and implementation.		
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 12: Percent of adolescents with and without special health care needs who receive services necessary to make transitions to adult health care. ESM 12.1:Percentage of local MCAH programs that implement a Scope of Work objective focused on CYSHCN public health systems.	
CYSHCN State Objective 3: By 2025, maintain the number of local MCAH programs that chose to implement a Scope of Work objective focused on family engagement, social/community inclusion, and/or family strengthening for CYSHCN during FY 21-22.		
CYSHCN State Objective 3: Strategy 1: Partnerto train and engage CYSHCN and families to improve CYSHCN-serving systems through input and involvement in state and local MCAH program design, implementation, and evaluation.	CYSHCN State Objective 3: Strategy 2: Fund DHCS/ISCD to support continued family engagement in CCS program improvement, including the Whole Child Model, to assist families of CYSHCN in navigating services.	CYSHCN State Objective 3: Strategy 3: Support statewide and local efforts to increase resilience among CYSHCN and their families.
Local Activities for CYSHCN Objective 3: Strategy 1	No Local Activities	Local Activities for CYSHCN Objective 3: Strategy 3
cy 3.1.1 ☐ Other local activity (Please Specify/Optional): What is your anticipated outcome?		cy 3.3.1 ☐ Design and implement a project focused on social and community inclusion for CYSHCN and their families. What is your anticipated outcome?

cy 3.1.2 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?		cy 3.3.2 ☐Promote trauma-informed practices specific to CYSHCN and families to ensure local MCAH programs such as home visiting and public health nursing have a trauma-informed approach that is inclusive of CYSHCN. What is your anticipated outcome?
cy 3.1.3 ☐Other (Please Specify/Optional): What is your anticipated outcome?		cy 3.3.3 ☐Other (Please Specify/Optional): What is your anticipated outcome?

If you have additional local activities, please add a row.

Section C: Local Activities by Domain

At least one activity must be selected or the LHJ must develop at least one activity of their own in the AdolescentHealth Domain

Adolescent Domain		
Adolescent Priority Need 1: Enhance strengths, skills and supports to promote positive development and ensure youth are healthy and thrive. <i>Adolescent Focus Area 1: Improve sexual and reproductive health and well-being for all adolescents in California.</i>		
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 10: Percent of adolescents, ages 12 through 17, with a preventive medical visit in the past year. ESM 10.1: Percent of AFLP participants who received a referral for preventive services.	
Adolescent State Objective 1: By 2025, increase the proportion of sexually active adolescents who use condoms and/or hormonal or intrauterine contraception to prevent pregnancy and provide barrier protection against sexually transmitted diseases as measured by: - percent of sexually active adolescents who used a condom at last sexual intercourse from 55% to 58% - percent of sexually active adolescents who used the most effective or moderately effective methods of FDA-approved contraception from 23% to 25%.		
Adolescent State Objective 1: Strategy 1: Lead surveillance and program monitoring and evaluation related to adolescent sexual and reproductive health.	Adolescent State Objective 1: Strategy 2: Lead to strengthen knowledge and skills to increase use of protective sexual health practices within CDPH/MCAH-funded programs.	Adolescent State Objective 1: Strategy 3: Partner across state and local health and education systems to implement effective comprehensive sexual health education in California.
Local Activities for Adolescent Objective 1: Strategy 1	Local Activities for Adolescent Objective 1: Strategy 2	Local Activities for Adolescent Objective 1: Strategy 3
a1.1.1 ☐ Utilize California Adolescent Sexual Health Needs Index (CASHNI) to target adolescent sexual health programs and efforts to high need youth. What is your anticipated outcome?	a1.2.1 ☒ Partner with CDPH/MCAH to disseminate education materials and resources related to effective protective sexual health practices for youth, with a focus on reaching local health care professionals and parents/caregivers. What is your anticipated outcome? The local MCAH program will disseminate MCAH State approved education materials and resources related to effective protective sexual health practices for youth to the two local providers in the County.	a1.3.1 ☐ For non- California Personal Responsibility Education Program (CA PREP) and Information and Education Program (I&E) funded counties, partner with local PREP and I&E agencies and other community partners to ensure local implementation of evidence-based and/or evidence-informed sexual health education to high need youth. What is your anticipated outcome?

a1.1.2 ☐Utilize and disseminate Adolescent Sexual Health County Profiles to the public and local partners. What is your anticipated outcome?	a1.2.2 ☐For Adolescent Family Life Planning (AFLP)-funded counties, promote healthy sexual behaviors and healthy relationships among expectant and parenting youth. What is your anticipated outcome?	a1.3.2 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?
a1.1.3 ☐Utilize and disseminate California’s Adolescent Birth Rate (ABR) data report to the public and local partners. What is your anticipated outcome?	a1.2.3 ☐Build capacity of local MCAH workforce to promote protective adolescent sexual health practices. What is your anticipated outcome?	a1.3.3 ☐Other (Please Specify/Optional): What is your anticipated outcome?
a1.1.4 ☐Other (Please Specify/Optional): What is your anticipated outcome?	a1.2.4 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?	a1.3.4 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?

If you have additional local activities, please add a row.

Adolescent Domain	
Adolescent Priority Need: Enhance strengths, skills and supports to promote positive development and ensure youth are healthy and thrive. <i>Adolescent Focus Area 2: Improve awareness of and access to youth-friendly services for all adolescents in California.</i>	
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 10: Percent of adolescents, ages 12 through 17, with a preventive medical visit in the past year. ESM 10.1: Percent of AFLP participants who received a referral for preventive services.
Adolescent State Objective 2: By 2025, increase the percent of adolescents 12 through 17 with a preventive medical visit in the past year from 76.2% to 83.8%.	
Adolescent State Objective 2: Strategy 1: Lead to develop and implement best practices in CDPH/MCAH funded programs to support youth with accessing youth-friendly preventative care, sexual and reproductive health care, and mental health care.	Adolescent State Objective 2: Strategy 2: Partner to increase the quality of preventive care for adolescents in California.
Local Activities for Adolescent Objective 2: Strategy 1	Local Activities for Adolescent Objective 2: Strategy 2
a2.1.1 ☐ Implement evidence-based screening tools or assessments to connect adolescents in local MCAH programs to needed services. What is your anticipated outcome?	a2.2.1 ☐ Partner with CDPH/MCAH on dissemination of Adolescent Preventive Health Initiative(APHI) communications platform to health care providers to improve adolescent health care. What is your anticipated outcome?
a2.1.2 ☐ Lead the development of a community pathway map that links referrals to services for young people. What is your anticipated outcome?	a2.2.2 ☐ Other (Please Specify/Optional): What is your anticipated outcome?

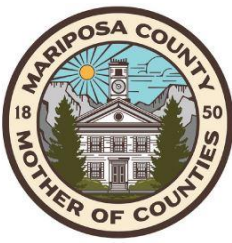
a2.1.3 ☐Partner to disseminate adolescent preventive care recommendations to improve the quality of adolescent health services. What is your anticipated outcome?	a2.2.3 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?
a2.1.4 ☐Other (Please Specify/Optional): What is your anticipated outcome?	a2.2.4 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?

If you have additional local activities, please add a row.

Adolescent Domain		
Priority Need: Enhance strengths, skills and supports to promote positive development and ensure youth are healthy and thrive. Adolescent Focus Area 3: Improve social, emotional, and mental health and build resilience among all adolescents in California.		
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 10: Percent of adolescents, ages 12 through 17, with a preventive medical visit in the past year. ESM 10.1: Percent of AFLP participants who received a referral for preventive services.	
Adolescent State Objective 3: By 2025, increase the percent of adolescents aged 12-17 who have an adult in their lives with whom they can talk to about serious problems from 77.2% to 79.7%.		
Adolescent State Objective 3: Strategy 1: Lead to strengthen resilience among expectant and parenting adolescents to improve health, social, and educational outcomes.	Adolescent State Objective 3: Strategy 2: Partner to identify opportunities to build protective factors for adolescents at the individual, community, and systems levels.	Adolescent State Objective 3: Strategy 3: Partner to strengthen knowledge and skills among providers, individuals, and families to identify signs of distress and mental health relatedneeds among adolescents.
Local Activities for Adolescent Objective 3: Strategy 1	Local Activities for Adolescent Objective 3: Strategy 2	Local Activities for Adolescent Objective 3: Strategy 3
a 3.1.1 ☐ Partner with CDPH/MCAH to utilize evidence-based tools and resources, such as the Positive Youth Development (PYD) Model, to build youth resiliency to improve health, social, and educational outcomes among expectant and parenting youth. What is your anticipated outcome?	a 3.2.1 ☐ Utilize the Adolescent Sexual Health Workgroup (ASHWG) Positive Youth Development (PYD) Organizational Assessment and Toolkit to build agency capacity to engage and promote youth leadership and youth development. What is your anticipated outcome?	a3.3.1 ☐ Identify local needs and assets relating to adolescent mental health. What is your anticipated outcome?

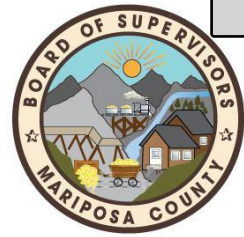
a 3.1.2 ☐For non-Adolescent Family Life Planning (AFLP)-funded counties, participate on local AFLP agency’s Local Stakeholder Coalition. What is your anticipated outcome?	a 3.2.2 ☐Establish or join a local youth advisory board to incorporate youth voice and feedback into local MCAH health programs. What is your anticipated outcome?	a3.3.2 ☐Partner with or join a local adolescent health coalition and develop a strategic plan to improve adolescent mental health. What is your anticipated outcome?
a 3.1.3 ☐Partner with CDPH/MCAH in utilization and dissemination of updated physical activity and nutrition guidelines to promote well-being among adolescent parents. What is your anticipated outcome?	a 3.2.3 ☐Other local activity (Please Specify/Optional): What is your anticipated outcome?	a3.3.3 ☐Partner to disseminate training opportunities and resources related to adolescent mental health such as Mental Health First Aid and Question Persuade Refer (QPR), a suicide prevention training. What is your anticipated outcome?
a3.1.4 ☐Other (Please Specify/Optional): What is your anticipated outcome?	a3.2.4 ☐Other (Please Specify/Optional): What is your anticipated outcome?	a3.3.4 ☐Other (Please Specify/Optional): What is your anticipated outcome?

If you have additional local activities, please add a row.



MARIPOSA COUNTY

HHS/Public Health • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2022-536

MEETING: September 20, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: MOU-The Regents of the University of California Student Internships

RECOMMENDATION AND JUSTIFICATION:

Rescind Resolution Number 2022-382; Approve Memorandum of Understanding (MOU) with University of California- Merced for Student Placement in the Health and Human Services Agency's Tobacco Education Program; and Authorize the Board of Supervisors Chair to Sign the MOU.

The MOU will allow for the Health and Human Services Agency (HHSA) and other interested County Departments to work with the University of California-Merced (UCM) student interns. HHSA will interview and select prospective interns from UCM. The term of the MOU is effective October 1, 2022 through September 30, 2027.

The MOU is required by the University in order for the students to develop the discreet project work and outlines between the respective University and County Departments for course requirements. Specific activities for interns will include: participation in survey development, deployment, analysis, as well as qualitative data collection and communications.

Board of Supervisors approved MOU on July 28, 2022 through Resolution No. 2022-382. Afterwards, UCM reviewed MOU further and determined that language related to joint ownership required removal. With UCM unwilling to execute MOU under mentioned resolution, HHSA requests termination of MOU under Resolution No. 2022-382 and approval of revised MOU.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Board of Supervisors approved MOU through Resolution No. 2022-382 on July 28, 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No action would result in inability for HHSA to conduct internships under the Tobacco Education program with UCM students.

FINANCIAL IMPACT:

No impact as the MOU does not require allocation of any County funds.

ATTACHMENTS:**MOU - UC and Mariposa 8.19 (PDF)****RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]****MOVER:** Wayne Forsythe, District IV Supervisor**SECONDER:** Marshall Long, District III Supervisor**AYES:** Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
&
MARIPOSA COUNTY DEPARTMENT OF PUBLIC HEALTH

This MOU ("Agreement") is made and entered into this October 1st, 2022, by and between The REGENTS OF THE UNIVERSITY OF CALIFORNIA, a corporation described in California Constitution Att. IX, Sec. 9 ("THE REGENTS"), and the County of Mariposa, a political subdivision of the State of California, on behalf of the Mariposa County Health and Human Services Agency's Tobacco Education Program, through its Department of Public Health ("AFFILIATE"). Each may be referred to singularly as a "PARTY" or collectively as "PARTIES."

WITNESSETH:

WHEREAS, UC MERCED (referred to as SCHOOL) - SCHOOL shall conduct approved and accredited tobacco & nicotine education and training programs for students and transfer students (collectively referred to as "INTERNS") and desires access to facilities in which its INTERNS can obtain broad public health experiences; and

WHEREAS, AFFILIATE maintains facilities which can be used to furnish public health experiences to INTERNS and desires to have said facilities so used. AFFILIATE shall also provide INTERNS with resources, materials and oversight described in **Exhibit 1**; and

WHEREAS, the SCHOOL meets the requirements for all teaching institutions and research programs in the United States; and

WHEREAS, it is in the mutual interest and benefit of the PARTIES that INTERNS obtain their public health experience at AFFILIATE'S facilities.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the PARTIES agree as follows:

I. RESPONSIBILITIES OF SCHOOL. SCHOOL agrees that it shall:

A. Establish the educational goals and objectives of the public health field site rotation at AFFILIATE's facilities in a manner consistent with the standards and requirements set forth by SCHOOL. Such goals and objectives shall reflect SCHOOL'S commitment to providing the highest quality in education and training programs to INTERNS. The PARTIES agree that, prior to the rotation, they will execute a Program Letter of Agreement ("PLA"), which at a minimum meets requirements for the applicable program for UC Merced and CSU education programs that may rotate INTERNS through AFFILIATE's research facilities. All PLAs and educational goals and objectives for rotations under each program (defined below) executed by the PARTIES are incorporated herein by reference. The PARTIES agree that from time to time SCHOOL may unilaterally add or delete rotations to reflect changes in specific programs or circumstances.

B. Recruit and select INTERNS who are appropriately credentialed, licensed, or otherwise authorized to participate in SCHOOL'S Tobacco & Nicotine Training education program(s) which are the subject of this Agreement (collectively referred to as "Program").

C. For each SCHOOL Program, designate a member of SCHOOL'S faculty to provide coordination, oversight and direction of INTERNS' educational activities and assignments while at AFFILIATE's facilities ("Program Director(s)" or "SCHOOL'S Program Director(s)"). The Program Director(s) and/or his/her designee shall also act as liaison(s) with AFFILIATE.

D. Cooperate with AFFILIATE in coordinating and reviewing work schedules of INTERNS while at AFFILIATE. The PARTIES agree that such schedules shall reflect SCHOOL'S educational mission and shall not be compromised by an excessive reliance on INTERNS to fulfill AFFILIATE institutional service obligations.

E. Ensure, in cooperation with AFFILIATE, that INTERNS assume progressively increasing responsibility according to their levels of education, ability, and experience. SCHOOL shall determine the appropriate level of responsibility accorded to each INTERN.

F. Provide the names of INTERNS and their assignments to AFFILIATE sufficiently in advance to allow for convenient scheduling.

G. Ensure INTERN compliance with appointment and paperwork requirements as directed by AFFILIATE.

H. Develop and implement a mechanism for determining evaluation of the performance of INTERNS to include, where appropriate, input from AFFILIATE.

I. Maintain records and reports concerning the education of INTERNS and of INTERNS' time spent in the various educational activities referred to in this Agreement, as may be required by SCHOOL, and/or for compliance with the regulations, guidelines, and policies of third-party payors.

J. Require assigned INTERNS to:

1. Comply with AFFILIATE'S policies, procedures and guidelines to the extent they do not conflict with The Regents policies and CSU policies, procedures and guidelines; state and federal laws and regulations

2. Participate, to the extent scheduled or otherwise requested by AFFILIATE and approved by SCHOOL, in activities and assignments that are of educational value and that are appropriate to the course and scope of the Program

II. RESPONSIBILITIES OF AFFILIATE. AFFILIATE agrees that it shall:

A. Maintain adequate staff , and if appropriate, SCHOOL faculty at AFFILIATE locations covered by this Agreement to supervise INTERNS in accordance with the educational goals and objectives of the SCHOOL'S Program in a manner consistent with the standards and requirements established by SCHOOL. A list of AFFILIATE's sites(s) for Programs is attached hereto and incorporated herein as **Exhibit 2** ("Sites").

AFFILIATE may not assign INTERNS to locations other than those described in **Exhibit 2** without the prior written consent of SCHOOL.

B. Cooperate with SCHOOL to ensure that INTERNS assume progressively increasing and appropriate responsibility in accordance with their levels of education, ability, and experience.

C. Designate, in consultation with SCHOOL, an employee of AFFILIATE to coordinate INTERNS' schedules and activities while at AFFILIATE's sites ("Site Director(s)"). The Site Director(s) shall also act as liaison(s) with SCHOOL.

D. Protect the health and safety of INTERNS on rotation at AFFILIATE'S facilities by providing each INTERN with orientation of the type and scope provided by AFFILIATE to its new employees, including, but not limited to, information about AFFILIATE'S security measures, protocols for on-the-job injuries, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions.

E. Permit inspection of its Sites during normal business hours by individuals charged with the responsibility for accreditation of SCHOOL and/or their educational programs.

F. Provide:

1. Appropriate facilities for the INTERNS' research rotation(s) at AFFILIATE. If applicable, AFFILIATE certifies that research facilities utilized by INTERNS during the rotation meet all applicable environmental health and safety and biosafety laws and regulations as well as applicable SCHOOL

2. Appropriate security measures to protect INTERNS in all locations, including but not limited to, parking facilities, on-call quarters, hospital and institutional grounds, and related observational medical facilities (e.g., medical office building).

G. Cooperate with and assist SCHOOL in investigating facts which may serve as a basis for taking any disciplinary or academic action against an INTERN, SCHOOL faculty member and/or SCHOOL employee. SCHOOL shall be responsible for the discipline of INTERNS, SCHOOL faculty members and/or SCHOOL'S employees in accordance with SCHOOL's applicable policies and procedures. SCHOOL may, but need not, consult with AFFILIATE concerning any proposed disciplinary action. AFFILIATE agrees to abide by SCHOOL'S recommended disciplinary action.

1. Notwithstanding the foregoing, AFFILIATE shall have the right, for good cause and after consultation with SCHOOL, to prohibit further attendance at AFFILIATE of any INTERN; provided, however, that AFFILIATE will not take any action against INTERNS in an arbitrary or capricious manner. Upon such termination, SCHOOL will use its best efforts to replace the terminated INTERN with another INTERN as soon as possible.

H. Provide SCHOOL with a copy of AFFILIATE's corporate compliance program or any such plan or program that describes AFFILIATE's plan for ensuring ethical and legal compliance with all federal and state laws. AFFILIATE shall not require any INTERN or SCHOOL faculty member to conduct his/her professional behavior in a manner that would contradict the requirements of the SCHOOL.

I. Provide a learning environment that promotes the development of professional competencies of INTERNS.

III. COMPENSATION.

Execution of this Agreement shall not be construed to guarantee, set guidelines for or govern any agreements between the PARTIES regarding compensation to SCHOOL, including compensation intended to reimburse SCHOOL for the costs it incurs in connection with INTERNS' salaries, benefits, and/or other administrative expenses. Any and all financial consideration between SCHOOL and AFFILIATE shall be the subject of a separate written agreement, signed by both PARTIES and approved in accordance with each PARTY's applicable policies and procedures.

IV. INDEPENDENT CONTRACTOR.

A. Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between SCHOOL and AFFILIATE hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither SCHOOL nor AFFILIATE hereto, nor any of their respective officers, directors, INTERNS or employees shall be construed to be the agent, employee or representative of the other.

B. SCHOOL and AFFILIATE agree that each of them shall have sole responsibility for the payment of any and all of its own applicable federal, state, and local income taxes and of any and all other taxes, charges and levies; and shall comply with all applicable federal, state, and local laws and regulations.

V. STATUS OF INTERNS.

A. During the period in which an INTERN is assigned to the AFFILIATE, the INTERN shall be under the ultimate direction and control of the SCHOOL'S Program Director or, in the Program Director's absence, his/her designee(s).

B. It is expressly agreed and understood by SCHOOL and AFFILIATE that INTERNS are present at the AFFILIATE'S facilities to participate in activities and assignments that are of educational value to INTERNS, and appropriate for the course and scope of SCHOOL'S Program.

C. SCHOOL and AFFILIATE shall ensure that INTERNS have the opportunity to:

- 1.** Participate in a program of learning that fosters continued professional growth with guidance from AFFILIATE's staff.
- 2.** Participate fully in the educational and scholarly activities of their Program.
- 3.** Submit to the SCHOOL'S Program Director, at least annually, confidential written evaluations of supervisory faculty and of their educational experiences while at AFFILIATE's facilities.

VI. ASSIGNMENT OF INTERNS.

Commencing on the date set forth in Section X. Term, and subject to the provisions in Section II above, SCHOOL may assign INTERNS for rotation at AFFILIATE Sites.

VII. USE OF NAME.

The PARTIES agree that any use of the "UCM" is a registered trademark of the University of California. Use of "UCM" or the "University of California" name or other similar references to the University of California Merced, its faculty and staff, or facilities shall be subject to the prior written approval of The Regents in accordance with the provisions of applicable law, including but not limited to California Education Code Section 92000.

VIII. INTELLECTUAL PROPERTY

Reserved

IX. DISCRIMINATION - PROHIBITION.

SCHOOL and AFFILIATE agree not to engage in unlawful discrimination against or harassment of any INTERN pursuant to this Agreement on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran, within the limits imposed by applicable state and federal laws and SCHOOL'S policies.

X. TERM.

The term of this Agreement shall commence on the October 1st, 2022, and shall continue in effect for 5 years, through September 30th, 2027, or until earlier terminated.

XI. TERMINATION.

A. Termination without Cause. Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause at any time by either PARTY upon one hundred eighty (180) days' prior written notice to the other PARTY or upon completion of the INTERNS' rotation, whichever is longer.

B. Termination for Cause. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving sixty (60) days' prior written notice of termination to the breaching party.

XII. INSURANCE.

A. AFFILIATE and SCHOOL shall carry sufficient insurance to cover its activities in connection with this Agreement, which shall in no case be set below one million dollars (\$1,000,000) per occurrence. It should be expressly understood, however, that the coverages required under this Section shall not in any way limit the liability of either PARTY.

B. Upon request, AFFILIATE shall furnish SCHOOL, and SCHOOL shall furnish AFFILIATE, with certificates of insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to SCHOOL of any modification, change or cancellation of any of the above insurance coverages.

XIII. RESPONSIBILITY FOR CLAIMS.

Each PARTY shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or director's, to the extent allowed by law.

XIV. COOPERATION IN DISPOSITION OF CLAIMS.

AFFILIATE and SCHOOL agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement or in the operation of the Program. The PARTIES shall notify one another as soon as possible of any adverse event that may result in liability to the other PARTY. It is the intention of the PARTIES to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available.

XVI. DISCLOSURE OF PROTECTED HEALTH INFORMATION BETWEEN SCHOOL AND AFFILIATE.

The PARTIES acknowledge and agree that all materials provided to INTERNS pursuant to this Agreement will be de-identified in accordance with the Health Insurance Portability and Accountability Act (HIPAA). No protected health information will be exchanged, revealed, or otherwise shared with INTERNS during their Program.

XVII. INTERRUPTION OF SERVICE.

Either PARTY shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, terrorism, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the PARTY so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a PARTY's services continues for a period in excess of thirty (30) days, the other PARTY shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other PARTY.

XVIII. ATTORNEYS' FEES.

In the event of any action, suit or proceeding, between the PARTIES hereto, the cost of such action, suit or proceeding, including reasonable attorneys' fees, shall be borne by the losing PARTY or, in the case of an arbitration, as determined by the arbitrator.

XIX. ASSIGNMENT.

Neither AFFILIATE nor SCHOOL shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other.

XX. SEVERABILITY.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

XXI. WAIVER.

Waiver by either PARTY of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

XXII. EXHIBITS.

Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

XXIII. MODIFICATIONS AND AMENDMENTS.

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both PARTIES. AFFILIATE and SCHOOL agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority or due to a change in applicable laws, regulations or programmatic requirements, and the amendment does not materially affect the provisions of this Agreement.

XXIV. ENTIRE AGREEMENT.

This Agreement contains all the terms and conditions agreed upon by the PARTIES regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the PARTIES relating to such subject matter.

XXV. GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of the State of California without regard for its conflict-of-law provision.

XXVI. COUNTERPARTS; ELECTRONIC COPIES

This Agreement may be executed in any number or counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile, electronic signature, .pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each PARTY who has executed it. The PARTIES to this document agree that a digital signature or copy of the original signature may be used for any and all purposes for which the original signature may have been used. The PARTIES agree they will have no rights to challenge the use or authenticity of this document based solely on the absence of an original signature.

XXVIII. NOTICES.

All notices required under this Agreement shall be deemed to have been fully given when made in writing and either emailed with a read-receipt confirmation, or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

TO SCHOOL:

C/O JUE SUN
Executive Director
SPONSORED PROJECTS OFFICE
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA. MERCED
5200 N. Lake Road
Merced, CA 95343
Phone: (209) 201-2039
Email: jsun8@ucmerced.edu

TO AFFILIATE:

Mariposa County Health and Human Services Agency's
Tobacco Education Program
5300 Highway 49N PO Box 5 Mariposa, CA 95338

XXVIX. SINGULAR AND PLURAL.

Words used herein in the singular, where the context so permits shall be deemed to include the plural and vice versa.

The PARTIES have executed this Agreement as set forth below.

OTHER AGENCY

SPONSORED PROJECTS OFFICE
THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA, MERCED

By: _____
By: Rosemarie Smallcombe
Title: Chair, Mariposa County Board of Supervisors
Date: _____

By: _____
By: JUE SUN
Title: Director, SPO, UC Merced
Date: _____

EXHIBIT 1**AFFILIATES AGREES TO PROVIDE INTERNS**

- i. Giving them working space/desk/chair
- ii. Access to technology, namely email address and internet connection
- iii. Provide mentorship and structure for a mutually-agreed upon task list focused on four lines of activity*
- iv. Provide consistent written feedback to the student and instructor of record on student's activities and progress

*Lines of activity may include participation in survey development, deployment, and analysis; qualitative data collection, communications,

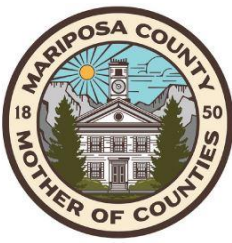
*program mentors or designated delegates will participate in program-conclusion activities, including a graduation conference

EXHIBIT 2*Primary Location:*

Community Health Center (Public Health)
5300 Hwy. 49 North
Mariposa, CA 95338
Phone: 209-966-3689 or 800-459-4466

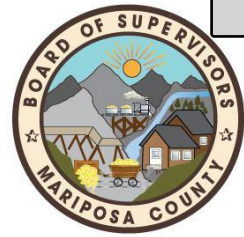
Secondary Location:

Health and Human Services Division
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Phone: 209-966-2000 or 800-266-3609



MARIPOSA COUNTY

Probation • (209) 966 3612



RESOLUTION - ACTION REQUESTED 2022-537

MEETING: September 20, 2022

TO: The Board of Supervisors

FROM: Pete Judy, Chief Probation Officer

RE: Youth Program and Facilities Grant (YPFG)

RECOMMENDATION AND JUSTIFICATION:

Approve Agreements with Hoffman Alarm for Cameras and Alarms at Juvenile Facility, Authorize the Board of Supervisor Chair to Sign the Agreements, and Any Supporting Documents Necessary to Implement the Youth Program Facility Grant (YPFG) (Subject to Approval as to Legal Form by County Counsel).

The Board Previously Approved Resolution 2022-138 Which Authorized Probation to Submit an Application for the YPFG in the Amount of \$106,968.

SB823 shifts serious youthful offenders rehabilitation services from the State to County Probation Departments. Recognizing many county programs and facilities were not designed for this long term population, grant funding to upgrade facilities and equipment has been made available to local jurisdictions.

The State has awarded funding to Mariposa County in the amount of \$106,968 to purchase a vehicle to be used to transport youthful offenders to contract facilities around the State, and to upgrade the Mariposa County Special Purpose Juvenile Detention Facility security cameras and equipment. Total grant award for Mariposa County in the amount of \$106,968 has been approved by the Board of State and Community Corrections (BSCC).

This is a reimbursement grant and no matching funds are necessary.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Mariposa County has received several grants to support youthful offender programs and services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The security cameras and associated equipment would not be replaced/upgraded and alternative funding will be needed for a transportation vehicle.

FINANCIAL IMPACT:

There is no impact to the budget as no matching funds are required.

ATTACHMENTS:

SB-823-RFA-Final (2) (DOCX)

Hoffman Alarm Agreement 2022 (PDF)
Hoffman Camera Agreement 2022 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Marshall Long, District III Supervisor

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



Youth Programs and Facilities Grant Program

APPLICATION PACKAGE

Eligible Applicants: California Counties

RFA Released: April 9, 2021

RFA Due: May 12, 2021

Grant Period: June 10, 2021 to June 1, 2024

Attachment: SB-823-RFA-Final (2) (RES-2022-537 : Youth Program and Facilities Grant (YPFG))



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Youth Programs and Facilities Grant Program

Background

On September 30, 2020, Governor Newsom signed Senate Bill 823 (Chapter 337, Statutes of 2020), which began the closure of the state's Division of Juvenile Justice, realigning those state functions to county governments. Under SB 823, DJJ intake will close for most youth on July 1, 2021, and counties then become fully responsible for housing, programming, and treatment of youth at higher offense and needs levels who can no longer be committed to DJJ.

As part of SB 823, \$9.6 million was set aside for the Board of State and Community Corrections to "award one-time grants, to counties for the purpose of providing resources for infrastructure-related needs and improvements to assist counties in the development of a local continuum of care." (Welf. & Inst. Code, § 2250, subd. (a).)

Request for Application Development

The Board of State and Community Corrections (BSCC) issued a Request for Information (RFI) on December 18, 2020 to inform the Board's decision making and identifying potential counties to receive a one-time grant as part of the Youth Programs and Facilities Grant (YPFG) Program under SB 823, for the purposes of providing resources for infrastructure related needs and improvements to assist them in the development of a local continuum of care for justice system-involved youth.

The survey requested information about the county's intent to house these youth after June 30, 2021, specific programming that may be developed/offered for the population, whether youth from other counties will be housed, anticipated number of these youth to be housed, and infrastructure needs to house these youth. Counties were asked to respond to the RFI by January 15, 2021. Fifty-seven of the 58 Counties in California responded to the survey. For the youth population that can no longer be committed to DJJ, a majority of responding counties indicated they lack capacity to serve youth in one or more of the following high-needs categories and that they intend to refer these youth to other counties for appropriate treatment and placement: 1. Females, 2. Sex Offenders, and 3. Seriously Mentally Ill youth.

On February 11, 2021, the BSCC Board approved a request for the development of a Request for Application (RFA). This RFA will allocate grant resources to support the infrastructure needs of counties, including counties that can provide facility and treatment space for referrals from other counties that lack this local, specialized capacity.

Between February 19 and March 22, 2021, the BSCC solicited and received written public comment on the grant program and on the further development of the RFA. In addition, on March 22, 2021, the BSCC convened a statewide virtual Stakeholder Input Session for live public comment on the grant process and the RFA. Public comments

have been reviewed and incorporated by the YPFG working group into this final Request for Applications.

Purpose of the YPFG Program

The purpose of the YPFG Program is to award one-time funding to counties solely for infrastructure needs to facilitate youth programming that maintains trauma-informed, culturally relevant and gender appropriate services to youth in the care of counties.

Infrastructure and improvement needs are defined below. Further information about eligible costs are available in the Budget Considerations section (page 9).

- Site preparation, fixed equipment and fixed furnishings, installation of fixed equipment and fixed furnishings necessary for the operation of the facility or program.
- Moveable equipment, and moveable furnishings necessary for the activation and operation of the facility or program.
- Additional infrastructure-related needs and improvements to assist counties in the development of a local continuum of care including but are not limited to supplies; transportation acquisitions; and training material acquisition.

While the intent of this grant is to address infrastructure needs, other DJJ Realignment funding will be provided to counties after July 1, 2021, to establish evidence-based and best practice programming for all youth that aligns with individual case plan development, the establishment of relevant goals and needs, treatment, and transition planning for successful re-entry to the community. Facility providers, community-based organizations and families will work together with agency personnel to integrate services in and out of custody to provide a continuum of care.

Consideration of SB 823 Intent

In completing this application, Applicants should acknowledge and demonstrate their commitment to supporting the intent of SB 823 such that the infrastructure needs that are identified and funded support the following:

- Justice system involved youth remain closer to their families and communities and they receive age-appropriate treatment.
- Youth needs are met by providing and implementing public health approaches to support positive youth development and building the capacity of a continuum of community-based approaches.
- The use of evidence-based and promising practices and programs that improve the outcomes of youth and public safety.
- Further the development of a local “continuum of care”.
- Reduce the transfer of youth into the adult criminal justice system.
- Ensure that dispositions are in the least restrictive appropriate environment.
- Reduce and then eliminate racial and ethnic disparities.
- Reduce the use of confinement in the juvenile justice system by utilizing community-based responses and interventions.

The terms “trauma-informed approaches”, “trauma-informed care”, and “culturally responsive” are used in SB 823 and are defined in section 1302 of Title 15 of the California Code of Regulations (CCR). These definitions are:

- **Trauma-informed approaches** are policies, practices and procedures that ensure that all parties involved recognize and respond appropriately to the impact of traumatic stress and ensure the physical and psychological safety of all youth, family members, and staff.
- **Trauma-informed care** means an organizational structure and system framework that involves understanding, recognizing, and responding to traumatic stress reactions and the effects of all types of trauma. Trauma-informed care also emphasizes raising awareness and providing resources about trauma and the impact of trauma on youth, family members and staff.
- **Culturally responsive** means considering the diverse population of a facility with regard to race, language, ethnicity, sexual orientation, gender, gender expression, immigration status and values.

Programming in County Facilities Subject to State Minimum Standards

Applicants planning to use YPFG funds for infrastructure or improvements to local facilities covered by Title 15 of the CCR, including juvenile halls and probation camps, must ensure that funded projects observe the programming requirements that are included in the facility standards. Required opportunities for programs, recreation, and exercise in juvenile facilities are specified in Section 1371 of Title 15 of the CCR. Programming is to include, but not be limited to, trauma focused, cognitive, evidence-based, best practice interventions that are culturally relevant and linguistically appropriate, or pro-social interventions and activities designed to reduce recidivism. These programs should be based on the youth's individual needs as required by Sections 1355 and 1356. Such programs may be provided under the direction of the Chief Probation Officer or the County Office of Education and can be administered by county partners such as mental health agencies, community-based organizations, faith-based organizations, or probation staff.

Evidence-based Practices

The BSCC is committed to supporting programs, practices, and strategies that are rooted in documented evidence showing they reduce youth risk factors and rates of recidivism while also considering participant characteristics, situations, and preferences. Applicants for Part A regional projects are asked to describe evidence-based or research-based approaches in program descriptions for their projects. Applicants may find it helpful to review the information on evidence-based treatment practices in Appendix A of this RFP as well as in the Substance Abuse and Mental Health Services Administration’s (SAMHSA) Guide to Evidence-Based Practices available at:

www.samhsa.gov/ebpwebguide.

Funding Information

Of the \$9.12 million available (after BSCC administrative cost), funding is available for two project types:

- Regional Hubs (Part A)
- All County Distribution – All Counties (Part B)

Counties may submit an application for funding in both categories, but must submit a separate application for each part, Part A and Part B. Counties wishing to receive funding in only one category may submit only one application and must note which “Part” is being applied for.

Regional Hubs (Part A)

A total of \$5 million is available to fund up to five projects (up to \$1 million each) to develop regional hubs to serve youth referred by other counties in the three high-needs areas: (1) females, (2) youthful sex offenders, and (3) seriously mentally ill youth. Funding will be prioritized so that each of the three high-needs areas is funded. This funding priority will be implemented as follows:

1. Applicants will identify the high-need area their project will address on the Applicant Information Form. Applicants may submit only one Part A application and can apply to serve only one high-need area.
2. Applications for Part A will be scored and must receive at least 50% of the total points available to be considered for funding (see Application Scoring Process – Part A Applicants Only on page 12).
3. It is the intent to fund at least one application in each of the high-needs areas. This means that an application for a particular high-needs area may be funded even if the application scores lower than other applications that fund different high-needs areas.

If there are not sufficient qualified applicants in Part A, Regional Hubs, to exhaust all funds, those funds will be used to augment the Part B, All County Distribution.

All County Distribution (Part B)

A minimum of \$4.12 million will be allocated pro rata (by formula) to all counties based on county juvenile population (age 12 – 17) to support infrastructure and improvements for local programs and facilities for their in-county population of realigned youth. These Part B funds must be spent on infrastructure or improvements to programs, services, or facilities serving youth who are realigned to counties as a result of the closure of the Division of Juvenile Justice.

To ensure that large, medium, and small counties all have the opportunity to share in the available funding, the \$4.12 million has been distributed based on county juvenile population category (see Appendix F, County Juvenile Population Index). The county juvenile population categories are based on each county's share of the statewide population of youth age 12 through 17. In the table below, the maximum dollar amount that can be requested by a county is listed as the Funding Amount Per County, according to the category in which that county falls:

	Small Counties	Medium Counties	Large Counties
Juvenile Population Threshold	Population < 25,000	Population 25,001-95,000	Population 95,001+
Total Number of Counties	35	15	8
Total Amount to Category	\$1,648,010	\$1,236,000	\$1,236,000
Total Percent to Category	40%	30%	30%
Funding Amount Per County Applicant	\$47,086	\$82,400	\$154,500

The table above reflects a total allocation of \$4.12 million. It is possible that funds available for Part B may be augmented. This may occur in two ways:

1. Funds available in Part A are not exhausted. The amount remaining from Part A will be used to increase the amount available for Part B accordingly. The new total amount available will be distributed as outlined in the table above (40% to small counties, 30% to medium counties, and 30% to large counties).
2. One or more counties do not apply for Part B funds. Any individual county share that is not applied for will be distributed as outlined in the table above (40% to small counties, 30% to medium counties, and 30% to large counties).

If one or both of the two scenarios above occur, counties that applied will be notified, provided with the total amount of increased funding available, and will be permitted to adjust their project accordingly through a budget modification process.

Eligible Applicants

Only California's 58 counties are eligible to apply.

All YPFG county applicants and grantees are required to designate a Lead Public Agency to serve as the coordinator for the administration of the YPFG. The Applicant County should designate a department, agency, or office under its jurisdiction to serve as the Lead Public Agency. The Lead Public Agency is responsible for the management of the grant and reporting requirements. The application must be signed by either the chief executive officer of the county or the duly designated head of the Lead Public Agency.

Part B Deferred Spending Approval Process

For Part B funding, counties that have not yet finalized how these funds will be spent may apply based on available information, describing the infrastructure and improvements for the realignment population that are contemplated including a timeline for submitting a modified application with more complete information no later than six months from the award date. The county should submit a place holder budget requesting the full amount available depending on the county size designation.

Contact Information

This Request for Application (RFA) provides the information necessary to prepare an application to the BSCC for grant funds available through the YPFG program.

The BSCC staff cannot assist the applicant or its partners with the actual preparation of the application. Any technical questions concerning the RFA, the application process, or program issues must be submitted to by email to: SB823Grant@bscc.ca.gov.

The BSCC will accept and respond to questions about the RFA **until April 30, 2021**. Frequently asked questions and answers (FAQs) concerning this RFA will be posted on the BSCC website and posted periodically through April 30, 2021.

Application Due Date and Submission Instructions

The YPFG Program Application Package for Part A and Part B is provided at the end of this document. Applicants must submit (1) electronic copy of the original signed application for each part they are applying for (i.e., one for Part A and one for Part B if applying for both parts) to the BSCC **by 11:59 p.m. on Wednesday, May 12, 2021**.

Applicants must ensure the proposal package is signed with a digital signature **OR** a wet blue ink signature that is then scanned with the completed application package.

A complete application package includes a scanned copy of the signed application and all required attachments as described in the Application Checklist (page 16 for Part A and page 26 for Part B).

Email the application package in a single email to: SB823Grant@bscc.ca.gov.

**The deadline for submitting the
application package by email is:**

11:59 p.m. (PDT) on May 12, 2021

General Grant Requirements

The grant period will begin on June 10, 2021 and end on June 1, 2024.

Grant Agreement

Applicants approved for funding by the BSCC Board are required to enter into a grant agreement with the BSCC. Grantees must agree to comply with all terms and conditions of the Grant Agreement. See Appendix B for a sample grant agreement (State of California: Contract and General Terms and Conditions). The terms and conditions of the grant agreement may change before execution.

The grant agreement start date is expected to be June 10, 2021. Grant agreements are considered fully executed only after they are signed by both the Grantee and the BSCC. Work, services, and encumbrances cannot begin prior to the grant agreement start date. Work, services, and encumbrances that occur after the start date, but prior to grant agreement execution, may not be reimbursed. Grantees are responsible for maintaining their grant agreement, all invoices, records, and relevant documentation for at least three years after the final payment under the contract.

Supplanting

BSCC grant funds shall be used to support new program activities or to augment existing funds that expand current program activities. BSCC grant funds shall not be used to replace existing funds. Supplanting is strictly prohibited for all BSCC grants. When using outside funds as match, applicants must be careful not to supplant. Supplanting is the deliberate reduction in the amount of federal, state, or local funds being appropriated to an existing program or activity because grant funds have been awarded for the same purposes.

It is the responsibility of the Grantee to ensure that supplanting does not occur. The Grantee must keep clear and detailed financial records to show that grant funds are used only for allowable costs and activities.

Payment of State Grant Funds – Part A Regional Hub

Payment will be made to counties in arrears (reimbursement) based on invoices (which may include progress reports) submitted to the BSCC on a monthly, every other month or quarterly basis. Counties will pay first and then submit reimbursement requests to the BSCC. Invoices are processed by the BSCC upon receipt, and then forwarded to the appropriate state agencies for payment. The typical turn-around time for payment to counties after submittal of an invoice is approximately 30-60 days. Counties should plan for needed cash flow to support the project on a monthly, every other month or quarterly reimbursement basis.

Payment of State Grant Funds – Part B All County Distribution

Grantees shall be paid in one lump sum. The State Controller's Office (SCO) will issue the warrant (check) to the individual designated on the Applicant Information Form as the Financial Officer for the grant. Grantees must submit quarterly invoices to document how the money was spent to the BSCC through an online process no later than 45 days following the end of the invoicing period. Grantees must maintain adequate supporting documentation for all costs claimed on invoices. BSCC staff will conduct a desk review process which requires grantees to submit electronic documentation to support all grant funds claimed during the invoicing period and on-site monitoring visits that will include a review of documentation maintained as substantiation for project expenditures.

Compliance Monitoring Visits

The BSCC staff will monitor each project to assess whether the project is in compliance with grant requirements and making progress toward grant objectives. As needed, monitoring visits may also occur to provide technical assistance on fiscal, programmatic, evaluative, and administrative requirements. For your reference, a sample Monitoring Visit Checklist Tool is provided in Appendix C.

Report Requirements

By July 1, 2024, each grantee that receives a grant from the Youth Programs and Facilities Grant Program shall submit a detailed report to the BSCC with the following information:

- An accounting of expenditures.
- A description of the physical and system enhancements made.
- How many regional placement beds were supported with the funding (Part A grantees only).
- What proportion of the regional placement beds were contracted to other counties and which counties (Part A grantees only).

More detailed instructions on the report process will be made available to grantees.

Grantee Orientation Process

Following the start of the grant period, BSCC staff will conduct a virtual Grantee Orientation (at a date to be determined later). The purpose of this mandatory training is to review the grant requirements, invoicing and modification processes, reporting requirements, as well as other grant management and monitoring activities. Typically, the Project Director, Financial Officer, and Day-to-Day Contact must attend.

Debarment, Fraud, Theft or Embezzlement

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

The BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation. All applicants must complete Appendix D certifying that they are in compliance with the BSCC's policies on debarment, fraud, theft and embezzlement.

Budget Considerations

Eligible Costs for State Reimbursement for Part A and Part B Grants

State Grant Funds can be used for design, construction, and infrastructure or improvement activities that occur after the Grant Agreement had been signed by both the County and the BSCC. All construction, including renovation, proposed to be completed within this program must meet all of the requirements as identified in this RFA and must enable facilities to: maintain compliance with safety and security considerations in facility operational standards as contained in Title 15 of the California Code of Regulations; fire and life safety standards and physical plant requirements contained in Title 24 commencing with Section 1231 of the California Code of Regulations. If for any reason the proposed project is claimed to be exempt from any state or local laws, regulations, ordinances, standards, or requirements, counties must provide the BSCC with a statement citing the appropriate exemption.

Project costs eligible for this state financing are:

1. Costs for the design and construction of the BSCC-approved YPFG project, incurred after the execution of the grant agreement, including site preparation, fixed equipment and fixed furnishings, installation of fixed equipment and fixed furnishings necessary for the operation of the facility or program.
2. Moveable equipment, and moveable furnishings necessary for the activation and operation of the facility or program.
3. Additional infrastructure-related needs and improvements to assist counties in the development of a local continuum of care including but are not limited to supplies; transportation acquisitions; and training material acquisition.

A maximum of 25 percent of proposed project expenditures may be allocated for one-time personnel costs that are necessary to plan, develop or manage the proposed improvement or infrastructure program or project. This 25 percent allowance may include payments to public or private agency personnel or consultants for planning, development or management of the project but shall not be construed to limit or disallow personnel or contract costs incurred for the design, purchase, installation, construction, renovation or other direct implementation of project improvements or infrastructure.

Costs attributed to the items above must be identified in the application.

Ineligible Costs

Project items or costs not eligible for state grant funding shall include but are not limited to, the following:

1. Temporary holding or court holding facilities.
2. Purchase, lease, or rent of land; excavation of burial sites; public art; off-site costs including access roads, power generation and utilities development; bonus payments; and debt service or interest payments on indebtedness.

Funds from the YPFG Program shall not be used by counties to enter into contracts with private entities whose primary business is the custodial confinement of adults or youth in a prison or prison-like setting. (Welf. & Inst. Code, § 2250, subd. (d).)

Overview of the RFA Process

Confirmation of Receipt of Application

Upon submission of an application, applicants will receive a confirmation email from the BSCC stating the application has been received. The email will be sent to the individual who signed the application and the person listed as the Project Director.

Disqualification

The following will result in disqualification:

- The original hard copy or electronic version of the application are not received by 11:59 p.m. on May 12, 2021.
- The applicant is not one of the following: (1) a county government agency, which includes individual agencies or departments within a County.

“Disqualification” means the application will not be considered for YPFG funding.

Technical Compliance Review

It is the BSCC’s intent to avoid having otherwise worthy applications eliminated from consideration due to relatively minor and easily corrected errors or omissions. Therefore, during the week immediately following the proposal due date, BSCC staff will conduct a Technical Compliance Review - a review to determine whether an application is in compliance with all technical requirements. Applicants will have a limited opportunity to respond to deficiencies identified during the technical review process by making nonsubstantive changes that bring the proposal into technical compliance.

Unless disqualified, Part A applications will advance to the Application Rating Process.

Unless disqualified, Part B applicants will be notified of the funding recommendations. It is anticipated the BSCC Board will act on the recommendations at its meeting on June 10, 2021. Applicants are not to contact members of the Scoring Panel nor the BSCC Board to discuss applications.

Summary of Key Dates

The following table shows an estimated timeline of key dates related to the YPFG Program.

Activity	Date
Release Request for Applications	April 9, 2021
Final Frequently Asked Questions Posted	April 30, 2021
Applications Due to the BSCC	May 12, 2021
Application Rating Process and Development of Funding Recommendations	May 2021
BSCC Board Considers Funding Recommendations	June 10, 2021
Notice to Grantees	June 10, 2021
New Grant Begins	June 10, 2021

Application Scoring Process – Part A Applications Only

The BSCC will be using a Scoring Panel process to complete the reading and rating of Part A applications, and to develop scoring recommendations for the BSCC Board.

The YPFG Program Scoring Panel members will read and rate each Part A application in accordance with the prescribed rating factors listed in the table below. The raters will base their scores on how well an applicant addresses the items listed under each rating factor within the Application Narrative and Budget. Ratings, once submitted to the BSCC, will be final.

At the conclusion of this process, applicants will be notified of the funding recommendations. It is anticipated the BSCC Board will act on the recommendations at its meeting on June 10, 2021. Applicants are not to contact members of the Scoring Panel nor the BSCC Board to discuss applications.

Rating Factors

The Rating Factors to be used and the maximum points assigned to each factor are shown in the table below. Applicants are asked to address each of these factors as a part of their application. The percent value assigned to each of the Rating Factors correlates to its importance (see Percent of Total Value column).

YPFG Program Regional Hubs (Part A) Rating Factors and Point Values

	Rating Factors	Point Range	Percent of Total Value	Weighted Rating Factor Score
1	Juvenile Justice Realignment Population	0 - 5	20%	40
2	Infrastructure and Improvements	0 - 5	20%	40
3	Realignment Program Description	0 - 5	25%	50
4	Regional Factors	0 - 5	25%	50
5	Budget	0 - 5	10%	20
Maximum Final Application Score:			100%	200

Raters will score an applicant's response in each of the Rating Factor categories on a scale of 0-5, according to the six-point rating scale shown below. Each rating is then weighted according to the "Percent of Total Value" column (determined by the ESC) associated with each Rating Factor to arrive at the final Weighted Score for each Rating Factor. The Weighted Rating Factor Score for each rating factor are then added together to calculate the Final Application Score.

Threshold/Minimum Score

An application must meet a threshold of **50%**, or minimum score of **100** total points to be considered for funding.

Six-Point Rating Scale

Not Responsive 0	Poor 1	Fair 2	Satisfactory 3	Good 4	Excellent 5
The response fails to address the criteria.	The response addresses the criteria in a very inadequate way.	The response addresses the criteria in a non-specific or unsatisfactory way.	The response addresses the criteria in an adequate way.	The response addresses the criteria in a substantial way.	The response addresses the criteria in an outstanding way.

Scoring Panel and Conflicts of Interest

Existing law prohibits any grantee, subgrantee, partner, or like party who participated on the above referenced YPFG Program Scoring Panel from receiving funds from the grants awarded under this RFA. Applicants who are awarded grants under this RFA are responsible for reviewing the YPFG Program Scoring Panel membership roster and ensuring that no grant dollars are passed through to any entity represented by any member of the Scoring Panel. [Scoring-Panel-Membership](#) will be posted to the BSCC website no later than May 1, 2021.

Part A: Regional Hub Application Instructions and Rating Factors

The following section contains pertinent information on how to complete the Request for Application Package for the YPFG Program, Part A Regional Hub. See page 6 for submittal instructions.

The following items are included in this section:

- Cover Sheet
- Proposal Checklist
- Applicant Information Form – Instructions
- Applicant Information Form
- Instructions for Application Narrative and Budget
- Rating Factors:
 - Juvenile Justice Realignment Population
 - Infrastructure and Improvements
 - Realignment Program Description
 - Regional Factors
 - Budget
- Required Request for Applications Attachment
 - Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement

Youth Programs and Facilities Grant Program (YPFG)

Part A Regional Application Package Coversheet

Submitted by:

INSERT NAME OF APPLICANT COUNTY

Date Submitted:

INSERT DATE

Attachment: SB-823-RFA-Final (2) (RES-2022-537 : Youth Program and Facilities Grant (YPFG))

Part A Regional Hubs Application Checklist

[NOTE: Only Fill Out Part A if County Intends to Operate a Regional Hub]

A complete application package for funding under the Youth Programs and Facilities Grant (YPFG) Program must contain the following items:

	Required Items:	✓
1	Cover Sheet (previous page) • Insert Applicant Name and Date of Submission	
2	YPFG Proposal Checklist • Signed by the authorized signatory with a digital signature OR a wet signature in blue ink.	
3	Applicant Information Form • Signed by the authorized signatory with a digital signature OR a wet signature in blue ink.	
4	Application Narrative • 10 pages or fewer	
5	Budget Attachment	
6	Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Appendix D) • Signed by the authorized signatory with a digital signature OR a wet signature in blue ink.	
	Optional:	
7	Governing Board Resolution (Appendix E) <i>Note: The Governing Board Resolution is due prior to contract execution but is not required at the time of proposal submission.</i>	

I have reviewed this checklist and verified that all required items are included in this proposal packet.

X

Applicant Authorized Signature (see Applicant Information Form, Part L, next page)

Attachment: SB-823-RFA-Final (2) (RES-2022-537 : Youth Program and Facilities Grant (YPFG))

Part A Regional Hub Application Information Form: Instructions

- A. **Applicant:** Complete the required information for the local government submitting the application (i.e. <NAME> County).
- B. **Tax Identification Number:** Provide the tax identification number of the Applicant.
- C. **Project Title:** Provide the title of the project.
- D. **Project Summary:** Provide a summary (100-150 words) of the project. Note: this information will be posted to the BSCC's website for informational purposes.
- E. **High-Needs Area: Indicate the high-needs area to be served:** 1. Females, 2. Sex Offenders, or 3. Seriously Mentally Ill youth. Select only one.
- F. **Grant Funds Requested:** Provide dollar amount of grant funds requested.
- G. **Lead Public Agency (LPA):** Indicate which local public agency will be the Lead for the YPFG Program. The county probation department can be the LPA.
- H. **Project Director:** Provide the name, title and contact information for the individual responsible for oversight and management of the project. This person must be an employee of the Grantee.
- I. **Financial Officer:** Provide the name, title and contact information for the individual responsible for fiscal oversight and management of the project. Typically, this is the individual that will certify and submit invoices. This person must be an employee of the Grantee.
- J. **Day-to-Day Project Contact:** Provide the name, title and contact information for the individual who serves as the primary contact person for the grant. Typically, this individual has day-to-day oversight for the project. This person must be an employee of the Grantee.
- K. **Day-to-Day Fiscal Contact:** Provide the name, title and contact information for the individual who serves as the primary contact person for fiscal matters related to the grant. This may be the individual who prepares the invoices for approval by the Financial Officer. This person must be an employee of the Grantee.
- L. **Authorized Signature:** Complete the required information for the person authorized to sign for the Applicant. This individual must read the assurances under this section, then sign and date in the appropriate fields.

Part A Regional Hub Applicant Information Form

A. APPLICANT < Name> County		B. TAX IDENTIFICATION NUMBER	
NAME OF APPLICANT		TAX IDENTIFICATION #:	
STREET ADDRESS	CITY	STATE	ZIP CODE
MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE
C. PROJECT TITLE:			
D. PROJECT SUMMARY (100-150 words):			
E. High-needs Area	☐ Females ☐ Sex Offenders ☐ Seriously Mentally Ill Youth		
F. GRANT FUNDS REQUESTED: (Up to \$1,000,000.00)			
\$			
G. LEAD PUBLIC AGENCY:			
H. PROJECT DIRECTOR:			
NAME	TITLE	TELEPHONE NUMBER	
STREET ADDRESS		FAX NUMBER	
CITY	STATE	ZIP CODE	EMAIL ADDRESS
I. FINANCIAL OFFICER:			
NAME	TITLE	TELEPHONE NUMBER	
STREET ADDRESS		FAX NUMBER	
CITY	STATE	ZIP CODE	EMAIL ADDRESS
PAYMENT MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE
J. DAY-TO-DAY <u>PROGRAM</u> CONTACT:			
NAME	TITLE	TELEPHONE NUMBER	
STREET ADDRESS		FAX NUMBER	
CITY	STATE	ZIP CODE	EMAIL ADDRESS

K. DAY-TO-DAY FISCAL CONTACT:

NAME	TITLE	TELEPHONE NUMBER	
STREET ADDRESS		FAX NUMBER	
CITY	STATE	ZIP CODE	EMAIL ADDRESS

L. AUTHORIZED SIGNATURE

By signing this application, I hereby certify that I am vested by the Applicant with the authority to enter into contract with the BSCC, and that the grantee and any subcontractors will abide by the laws, policies and procedures governing this funding.

NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
STREET ADDRESS	CITY	STATE	ZIP CODE
EMAIL ADDRESS			
APPLICANT'S SIGNATURE (Signed by the authorized signatory with a digital signature <u>OR</u> a wet signature in blue ink.) X			DATE

Authorized Signature: Must be a representative with the authority to sign documents and obligate the applicant

CONFIDENTIALITY NOTICE

All documents submitted as a part of the Youth Programs and Facilities Grant (YPFG) Program are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC, as a state agency, may have to disclose these documents to the public. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, §§ 6250 et seq.)

Instructions for Application Narrative and Budget for Part A Regional Hubs

Instructions: The Application Narrative must be submitted in Arial 12-point font with one-inch margins on all four sides. The narrative must be 1.5-line spaced and cannot exceed **10 numbered pages** in length. For the Application Narrative, address each of the five (5) Rating Factor sections below.

Rating Factor 1: Juvenile Justice Realignment Population

Rating Factor 2: Infrastructure and Improvements

Rating Factor 3: Realignment Program Description

Rating Factor 4: Regional Factors

Each section should be titled according to its section header as provided (e.g., Juvenile Justice Realignment Population, Infrastructure, and Improvements). Within each section, addressed the numbered criteria in a cohesive, comprehensive narrative format. Do not include website links.

Instructions: The Budget and Budget Narrative must be completed using the Budget Attachment (an Excel workbook, a link and instructions are provided on page 22). For the Budget and Budget Narrative address the numbered criteria provided below.

Rating Factor 5: Budget

The 10-page limit does not include the Cover Sheet, Application Checklist, Applicant Information Form, Budget Table or other required attachments (see YPFG (Part A) Program Proposal Checklist).

It is up to the applicant to determine how to use the total page limit in addressing each section, however as a guide, the percent of total point value for each section is listed under each header.

Each of the five (5) rating factors will be rated according to the following six-point rating scale.

Not Responsive 0	Poor 1	Fair 2	Satisfactory 3	Good 4	Excellent 5
The response fails to address the criteria.	The response addresses the criteria in a very inadequate way.	The response addresses the criteria in a non-specific or unsatisfactory way.	The response addresses the criteria in an adequate way.	The response addresses the criteria in a substantial way.	The response addresses the criteria in an outstanding way.

Rating Factor 1: Juvenile Justice Realignment Population

Percent of Total Value: 20%

For the Juvenile Justice Realignment Population rating factor address the criteria defined below in narrative form. The response will be evaluated with a single rating based on a scale of 0-5.

- 1.1. Describe the juvenile justice realignment population to be served by the regional project or program for which infrastructure and improvement funds are sought. Include a description of the service population by age, gender, offense, offense history and treatment or program need and by any other factors you plan to utilize.
- 1.2. Describe the number of youth to be served (maximum capacity at a given time), proposed length of stay and whether youth in the general population will also be served by this realignment project or program.

Rating Factor 2: Infrastructure and Improvements

Percent of Total Value: 20%

For the Infrastructure and Improvements rating factor address the criteria defined below in narrative form. The response will be evaluated with a single rating based on a scale of 0-5.

- 2.1 Describe the infrastructure and improvements for which funds are sought, including the facility (e.g., juvenile hall, probation camp, other) and location where the improvements or infrastructure will be added.
- 2.2 Explain why the infrastructure and improvements are needed in relation to existing resources and how this will generate program enhancements which will serve the realigned population.
- 2.3 Provide a timetable and plan for the purchase, installation or build out of the improvements or infrastructure.

Rating Factor 3: Realignment Program Description

Percent of Total Value: 25%

For the Realignment Program Description rating factor address the criteria defined below in narrative form. *This section describes the program in general, specific information about the regional aspects of the program are requested in Section 4.*

- 3.1 Describe the proposed regional program for which these funds are sought. Include how the program will address and meet the security, treatment and rehabilitation needs of youth in the proposed service population (females, sex offenders, seriously mentally ill)?
- 3.2 Describe the agencies or community-based programs or service providers that will be involved or integrated into the program or project.

- 3.3 Describe whether and how the program is modeled on a research- or evidence-based approach for the defined service population.
- 3.4 Describe how the facility improvements or infrastructure needs to provide the proposed program are related to the “development of a local continuum of care”?
- 3.5 Describe the outcome measures that will be applied by the program or project to assess youth outcomes and project or program performance.

Rating Factor 4: Regional Factors

Percent of Total Value: 25%

For the Regional Factors rating factor address the criteria defined below in narrative form. The response will be evaluated with a single rating based on a scale of 0-5.

- 4.1 Describe the counties from which the host county will accept referrals from for the program's defined service population.
- 4.2 Describe the referral and acceptance process for referrals from other counties.
- 4.3 Describe the program capacity that will be dedicated and/or set aside for youth from other counties.
- 4.4 Describe the process for contracts or agreements with referring counties to pay for services and operating costs.
- 4.5 Describe how case management planning will occur between the host county and referring county.

Rating Factor 5: Budget

Percent of Total Value: 10%

For the Budget section, address the criteria defined below when completing the Budget Attachment. The response will be evaluated with a single rating based on a scale of 0-5.

- 5.1 Provide a complete and detailed budget information in each section of the Budget Attachment (link below) that includes:
 - a. language supporting each expense.
 - b. expenses that are allowable within the definitions or parameters of the RFA.
 - c. expenses that are appropriate for the described program or project.

Budget Attachment Instructions:

As part of the application process, applicants are required to submit the **Budget Attachment**, which is an Excel Workbook that can be accessed at: <https://www.bscc.ca.gov/wp-content/uploads/RFA-Budget-Table.Final.xlsx>

Upon submission, the Budget Attachment will become Section 5 of the Application and will be reviewed as such based on the Budget Rating Factor section criteria listed above.

Applicants should be aware that budget of a funded application will still be subject to review and approval by the BSCC staff to ensure all proposed costs listed within the budget narrative are allowable and eligible. Regardless of any ineligible costs that may need to be addressed post award, the starting budget and the total amount requested will be the figures used for the Standard Grant Agreement.

Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Table and Budget Narrative Table. Detailed instructions for completing the Budget Attachment are listed on the Instructions tab of the Excel workbook.

Required Attachment for Part A Regional Hubs

Please see Appendix D for the **Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement.**

Part B: All County Distribution Application Instructions

The following section contains pertinent information on how to complete the Request for Application Package for the YPFG Program, Part B All County Distribution. See page 6 for submittal instructions.

The following items are included in this section:

- Cover Sheet
- Proposal Checklist
- Applicant Information Form – Instructions
- Applicant Information Form
- Instructions for Application Narrative and Budget
- Required Request for Applications Attachment – Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement

Youth Programs and Facilities Grant Program (YPFG)

Part B All County Distribution Application Package Coversheet

Submitted by:

INSERT NAME OF APPLICANT COUNTY

Date Submitted:

INSERT DATE

Part B All County Distribution Application Checklist

A complete application package for funding under the Youth Programs and Facilities Grant (YPFG) Program must contain the following items:

	Required Items:	✓
1	Cover Sheet (previous page) • Insert Applicant Name and Date of Submission	☐
2	YPFG Proposal Checklist • Signed by the authorized signatory with a digital signature OR a wet signature in blue ink.	☐
3	Applicant Information Form • Signed by the authorized signatory with a digital signature OR a wet signature in blue ink.	☐
4	Application Narrative • 2 pages or fewer	☐
5	Budget Attachment	☐
6	Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Appendix D) • Signed by the authorized signatory with a digital signature OR a wet signature in blue ink.	☐
	Optional:	
7	Governing Board Resolution (Appendix E) <i>Note: The Governing Board Resolution is due prior to contract execution but is not required at the time of proposal submission.</i>	☐

I have reviewed this checklist and verified that all required items are included in this proposal packet.

X

Applicant Authorized Signature (see Applicant Information Form, Part L, next page)

Attachment: SB-823-RFA-Final (2) (RES-2022-537 : Youth Program and Facilities Grant (YPFG))

Part B All County Distribution Application Information Form: Instructions

- A. **Applicant:** Complete the required information for the local government submitting the application (i.e. <NAME> County).
- B. **Tax Identification Number:** Provide the tax identification number of the Applicant.
- C. **Project Title:** Provide the title of the project.
- D. **Project Summary:** Provide a summary (100-150 words) of the project. Note: this information will be posted to the BSCC's website for informational purposes.
- E. **Grant Funds Requested:** Provide dollar amount of grant funds requested.
- F. **Deferred Spending:** Indicate whether the county is electing to use the deferred spending option. This would defer payment until a modified application with more complete information is submitted no later than six months from the award date.
- G. **Lead Public Agency (LPA):** Indicate which local public agency will be the Lead for the YPFG Program. The county probation department can be the LPA.
- H. **Project Director:** Provide the name, title and contact information for the individual responsible for oversight and management of the project. This person must be an employee of the Grantee.
- I. **Financial Officer:** Provide the name, title and contact information for the individual responsible for fiscal oversight and management of the project. Typically, this is the individual that will certify and submit invoices. This person must be an employee of the Grantee.
- J. **Day-to-Day Project Contact:** Provide the name, title and contact information for the individual who serves as the primary contact person for the grant. Typically, this individual has day-to-day oversight for the project. This person must be an employee of the Grantee.
- K. **Day-to-Day Fiscal Contact:** Provide the name, title and contact information for the individual who serves as the primary contact person for fiscal matters related to the grant. This may be the individual who prepares the invoices for approval by the Financial Officer. This person must be an employee of the Grantee.
- L. **Authorized Signature:** Complete the required information for the person authorized to sign for the Applicant. This individual must read the assurances under this section, then sign and date in the appropriate fields.

Part B All County Distribution Applicant Information Form

A. APPLICANT < Name> County				B. TAX IDENTIFICATION NUMBER			
NAME OF APPLICANT				TAX IDENTIFICATION #:			
STREET ADDRESS		CITY		STATE		ZIP CODE	
MAILING ADDRESS (if different)		CITY		STATE		ZIP CODE	
C. PROJECT TITLE:							
D. PROJECT SUMMARY (100-150 words):							
E. GRANT FUNDS REQUESTED: (See Appendix F: County Juvenile Population Index)							
\$							
F. DEFERRED SPENDING: Is the application for a deferred spending award?				☐ YES ☐ NO			
G. LEAD PUBLIC AGENCY:							
H. PROJECT DIRECTOR:							
NAME		TITLE		TELEPHONE NUMBER			
STREET ADDRESS				FAX NUMBER			
CITY		STATE		ZIP CODE		EMAIL ADDRESS	
I. FINANCIAL OFFICER:							
NAME		TITLE		TELEPHONE NUMBER			
STREET ADDRESS				FAX NUMBER			
CITY		STATE		ZIP CODE		EMAIL ADDRESS	
PAYMENT MAILING ADDRESS (if different)		CITY		STATE		ZIP CODE	
J. DAY-TO-DAY <u>PROGRAM</u> CONTACT:							
NAME		TITLE		TELEPHONE NUMBER			
STREET ADDRESS				FAX NUMBER			
CITY		STATE		ZIP CODE		EMAIL ADDRESS	

K. DAY-TO-DAY FISCAL CONTACT:

NAME	TITLE	TELEPHONE NUMBER	
STREET ADDRESS		FAX NUMBER	
CITY	STATE	ZIP CODE	EMAIL ADDRESS

L. AUTHORIZED SIGNATURE

By signing this application, I hereby certify that I am vested by the Applicant with the authority to enter into contract with the BSCC, and that the grantee and any subcontractors will abide by the laws, policies and procedures governing this funding.

NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
STREET ADDRESS	CITY	STATE	ZIP CODE
EMAIL ADDRESS			
APPLICANT'S SIGNATURE (Signed by the authorized signatory with a digital signature <u>OR</u> a wet signature in blue ink.) X			DATE

Authorized Signature: Must be a representative with the authority to sign documents and obligate the applicant

CONFIDENTIALITY NOTICE

All documents submitted as a part of the Youth Programs and Facilities Grant (YPFG) Program are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC, as a state agency, may have to disclose these documents to the public. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, §§ 6250 et seq.)

Instructions for Application Narrative and Budget for Part B All County Distribution

A minimum of \$4.12 million in YPFG Program funds will be allocated to all counties based on juvenile population (ages 12 – 17) to support infrastructure and improvements for local programs and facilities for realigned youth. These Part B funds must be spent on allowable infrastructure or improvement expenses for programs, services, or facilities serving youth who are realigned to counties as a result of the closure of the Division of Juvenile Justice. In the narrative, applicant counties should describe the need and the proposed expenditures as they relate to programs, services, or facilities the county will create or utilize to house or serve the realignment population.

For information about eligible costs, see the Budget Considerations section (page 9). Note that a maximum of 25 percent of the proposed expenditures may be allocated for one-time county personnel, costs necessary to plan or implement the proposed infrastructure program or project.

Deferred Spending Approval Process

For Part B funding, counties that have not yet finalized how these funds will be spent may apply based on available information, describing the infrastructure and improvements for the realignment population that are contemplated including a timeline for submitting a modified application with more complete information no later than six months from the award date. The county should submit a place holder budget requesting the full amount available depending on the county size designation.

Instructions: The Application Narrative must be submitted in Arial 12-point font with one-inch margins on all four sides. The narrative must be 1.5-line spaced and cannot exceed **2 numbered pages** in length. For the Application Narrative, address each of the four (3) sections below.

Section 1: Project Need

Section 2: Project Description

Each section should be titled according to its section header as provided (e.g., Juvenile Project Need). Within each section, addressed the numbered criteria in a cohesive, comprehensive narrative format. Do not include website links.

Instructions: The Budget and Budget Narrative must be completed using the Budget Attachment (an Excel workbook, a link and instructions are provided on page 32). For the Budget and Budget Narrative address the numbered criteria provided below.

Section 3: Budget

The 2-page limit does not include the Cover Sheet, Application Checklist, Applicant Information Form, Budget Table or other required attachments (see YPFG (Part B) Program Proposal Checklist).

It is up to the applicant to determine how to use the total page limit in addressing each section.

Section 1: Project Need

For the Project Need section, address the information requested below in narrative form.

- 1.1. Describe the project need as it relates to programs, services or facilities the county will create or utilize to house or serve youth who are realigned to counties as a result of the closure of DJJ. Include a description of the service population by age, gender, offense, offense history, and treatment or program need and by any other factors you plan to utilize.
- 1.2. Describe the number of youth to be served (maximum capacity at any time), and proposed length of stay.

Section 2: Project Description

For the Project Description section, address the information requested below in narrative form.

- 2.1. Describe the infrastructure and improvements for which funds are sought, including the facility (e.g., juvenile hall, probation camp, other) and location where the improvements or infrastructure will be added.
- 2.2. Explain why the infrastructure and improvements are needed in relation to existing resources and how this will generate program enhancements which will serve the realigned population.

Section 3: Budget

For the Budget section, provide the information below when completing the Budget Attachment.

- 3.1. Provide a complete and detailed budget information in each section of the Budget Attachment (link below) that includes:
- language supporting each expense.
 - expenses that are allowable within the definitions or parameters of the RFA.
 - expenses that are appropriate for the described program or project.

Budget Attachment Instructions:

As part of the application process, applicants are required to submit the **Budget Attachment**, which is an Excel Workbook that can be accessed at: <https://www.bscc.ca.gov/wp-content/uploads/RFA-Budget-Table.Final.xlsx>

Upon submission, the Budget Attachment will become Section 3 of the Application.

Applicants should be aware that budget of a funded application will still be subject to review and approval by the BSCC staff to ensure all proposed costs listed within the budget narrative are allowable and eligible. Regardless of any ineligible costs that may need to be addressed post award, the starting budget and the total amount requested will be the figures used for the Standard Grant Agreement.

Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Table and Budget Narrative Table. Detailed instructions for completing the Budget Attachment are listed on the Instructions tab of the Excel workbook.

Required Attachment for Part B All County Distribution

Please see Appendix D for the **Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement**.

Appendix A: Evidence-Based Resources

The BSCC is committed to supporting programs, practices, and strategies that are rooted in documented evidence showing they reduce youth risk factors and rates of recidivism while also considering participant characteristics, situations, and preferences.

In the process of developing and describing their projects for purposes of this RFA, applicants may find it helpful to focus on the following three basic principles:

1. **Is there evidence or data to suggest that the intervention, service, or strategy is likely to work, i.e., produce a desired benefit?** For example, was the intervention, service, or strategy selected by the project used by another entity with documented positive results? Is there published research/information on the intervention the project has chosen to implement showing its effectiveness? Is the intervention or strategy being used by another entity with a similar problem and similar target population?
2. **Once an intervention, service, or strategy is selected, will you be able to demonstrate that it is being carried out as intended?** For example, does this intervention, service, or strategy provide for a way to monitor quality control or continuous quality improvement? If this intervention, service, or strategy was implemented in another area, are there procedures in place to ensure the model is being closely followed (so the project is more likely to achieve similar desired outcomes)?
3. **Is there a plan to collect data that will allow for an appraisal of whether the intervention, service, or strategy worked?** For example, will the intervention, service, or strategy selected allow for the collection of data or other information so outcomes can be measured at the conclusion of the project? Are there or will there be processes in place to identify, collect, and analyze that data/information?

The websites provided below may be useful to applicants in the proposal development process. This list is not exhaustive, and it is offered as a suggested starting point for applicants to use in researching evidence-based programs, practices, and strategies.

Blueprints for Violence Prevention

<http://www.colorado.edu/cspv/blueprints/index.html>

Board of State and Community Corrections

http://www.bscc.ca.gov/s_web-basedresourcesonevidence-basedpractices/

California Institute of Behavioral Health Solutions

<http://www.cibhs.org/evidence-based-practices-0>

Coalition for Evidence-Based Policy

<http://evidencebasedprograms.org/>

CrimeSolutions.gov

<http://www.crimesolutions.gov/>

Evaluating Drug Control and System Improvement Projects

Guidelines for Project Supported by the Bureau of Justice Assistance

<https://www.bja.gov/evaluation/guide/documents/nijguide.html>

Justice Research and Statistic Association

<http://www.jrsa.org/>

National Child Traumatic Stress Network

<https://www.NCTSN.Org>

National Criminal Justice Reference Service (NCJRS)

“Preventing and Reducing Youth Crime and Violence: Using Evidence-Based Practice.”

A report prepared by Peter Greenwood, Ph.D., for the California Governor’s Office of Gang and Youth Violence Policy, 2010.

<https://www.ncjrs.gov/App/Publications/abstract.aspx?ID=255934>

National Institute of Corrections

<http://nicic.gov/Library/>

National Reentry Resource Center

<http://nationalreentryresourcecenter.org/>

Office of Justice Programs – Crime Solutions.gov

<http://www.CrimeSolutions.gov>

Office of Juvenile Justice and Delinquency Prevention Model Program Guide

<http://www.ojjdp.gov/mpg/>

Promising Practices Network

<http://www.promisingpractices.net/>

Reducing Recidivism to Increase Public Safety: A Cooperative Effort by Courts and Probation Hon, J. Richard Couzens, Placer County Superior Court (Ret.)

<http://www.courts.ca.gov/documents/EVIDENCE-BASED-PRACTICES-Summary-6-27-11.pdf>

Substance Abuse and Mental Health Services Administration

www.samhsa.gov/ebpwebguide

The National Documentation Centre on Drug Use

<http://www.drugsandalcohol.ie/3820/>

Washington State Institute for Public Policy
<http://www.wsipp.wa.gov/>

Appendix B: Sample Grant Agreement

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES

SCO ID: 5227-BS

STANDARD AGREEMENT
 STD 213 (Rev 03/2019)

 AGREEMENT NUMBER
BSCC XXX-21

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

GRANTEE NAME
2. The term of this Agreement is:

START DATE

JUNE 10, 2021

THROUGH END DATE

JUNE 1, 2024
3. The maximum amount of this Agreement is:
\$XXX,XXX
4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C	General Terms and Conditions (04/2017)	3
Exhibit D	Special Terms and Conditions	3
Exhibit E		13
Attachment 1	2021 Request for Applications	*
Attachment 2	2021 Grant Application	XX
Attachment 3		*

**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: [2020 BJA CESF Program Solicitation](#)*

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.)

GRANTEE NAME

CONTRACTOR BUSINESS ADDRESS XXX	CITY XXX	STATE XX	ZIP XXX
PRINTED NAME OF PERSON SIGNING XXX	TITLE XXX		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED		

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS 2590 Venture Oaks Way, Suite 200	CITY Sacramento	STATE CA	ZIP 95833
PRINTED NAME OF PERSON SIGNING	TITLE Deputy Director		
CONTRACTING AGENCY AUTHORIZED 	DATE SIGNED		

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

Appendix C: Sample Comprehensive Visit Monitoring Tool

County Facilities Construction (CFC) Programs Division COMPREHENSIVE MONITORING VISIT (CMV) TOOL

Instructions to Grantees

- Please complete this entire document prior to the Comprehensive Monitoring Visit.
- Refer to the CMV Tool User Guide for Grantees for instructions.
- During the visit, the Field Representative will review your responses with you.
- The completed CMV Tool along with the day(s) agenda should be returned to BSCC at least one week prior to the scheduled visit.

Grantee: Yes ☐ No ☐	Award Year: 1 ☐ 2 ☐ 3 ☐ 4 ☐
Grant Program:	Federal Funds: ☐ State Funds: ☐
Contract Number:	Grant Amount:
Project Title:	
Project Director:	Financial Officer:
Project Director Phone:	Financial Officer Phone:
Project Director E-Mail:	Financial Officer E-mail:
Field Representative:	
Date of Visit:	Agenda Included: Yes ☐ No ☐
Name and Title of Individual Completing the Form:	
Name:	Title:

Persons Interviewed During the Visit:

Name	Title	Agency

Project Sites Visited (include initial meeting site):

Name of Agency or Organization	Address

Brief Project Summary:

SAMPLE

Appendix D: Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

By checking the following boxes and signing below, applicant affirms that:

- ☐ I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.
- ☐ I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.
- ☐ I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	
STREET ADDRESS	CITY	STATE	ZIP CODE
EMAIL ADDRESS			
AUTHORIZED OFFICER SIGNATURE ((Blue Ink Only or E-signature)) X			DATE

Appendix E: Sample Governing Board Resolution

Before grant funds can be reimbursed, a grantee must either (1) submit a resolution from its Governing Board that delegates authority to the individual authorized to execute the grant agreement or (2) provide sufficient documentation indicating that the prospective grantee has been vested with plenary authority to execute grant agreements (e.g., a City Council or County Board of Supervisors delegating such authority to an Agency head).

Below is assurance language that, **at a minimum**, must be included in the resolution submitted to the Board of State and Community Corrections.

WHEREAS the **(insert name of Local Government)** desires to participate in the Youth Programs and Facilities Grant Program funded through the California State General Fund and administered by the Board of State and Community Corrections (hereafter referred to as the BSCC).

NOW, THEREFORE, BE IT RESOLVED that the **(insert title of designated official)** be authorized on behalf of the **(insert name of Governing Board)** to submit the grant proposal for this funding and sign the Grant Agreement with the BSCC, including any amendments thereof.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED that the **(insert name of Local Government)** agrees to ensure all matching funds required for the above grant are provided and abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

Passed, approved, and adopted by the **(insert name of Governing Board)** in a meeting thereof held on **(insert date)** by the following:

Ayes:

Notes:

Absent:

Signature: _____ Date: _____

Typed Name and Title: _____

ATTEST: Signature: _____ Date: _____

Typed Name and Title: _____

Appendix F: County Juvenile Population Index

Juvenile Population (age 12 – 17) Chart			
Large Counties (pop. 95,001 +)	Medium Counties (pop. 25,001-95,000)	Small Counties (pop. below 25,000)	
Alameda	Contra Costa	Alpine	Amador
Los Angeles	Fresno	Butte	Calaveras
Orange	Kern	Colusa	Del Norte
Riverside	Merced	El Dorado	Glenn
Sacramento	Monterey	Humboldt	Imperial
San Bernardino	Placer	Inyo	Kings
San Diego	San Francisco	Lake	Lassen
Santa Clara	San Joaquin	Madera	Marin
	San Mateo	Mariposa	Mendocino
	Santa Barbara	Modoc	Mono
	Solano	Napa	Nevada
	Sonoma	Plumas	San Benito
	Stanislaus	San Luis Obispo	Santa Cruz
	Tulare	Shasta	Sierra
	Ventura	Siskiyou	Sutter
		Tehama	Trinity
		Tuolumne	Yolo
		Yuba	
Data Source: California Department of Finance. Demographic Research Unit. Report P-2B: Population Projections by Individual Year of Age, California Counties, 2010-2060 (Baseline 2019 Population Projections; Vintage 2020 Release). Sacramento: California. March 2021 https://www.dof.ca.gov/Forecasting/Demographics/Projections/documents/P2B_County_Age.xlsx			

Fresno Area:
90 E. Escalon Ave. #120
Fresno, CA 93710
(559) 292-7871
ACO # 4638
Con. Lic. 484100



Merced Area:
2301 Aviation Dr.
Atwater, CA 95301
(209) 384-3305
(800) 972-0003
(209) 722-1107-Fax
HoffmanElectronics.com

SALE AND/OR INSTALLATION AND SERVICES AGREEMENT - Retail Installment Contract

THIS AGREEMENT is made this **5th day of November, 2021** by and between Hoffman Electronic Systems, a California corporation ("Hoffman") and Subscriber named below.

SUBSCRIBER	DESCRIPTION OF JOB
Mariposa County Probation Department	Mariposa County Probation Department Burg doors and motion
5091 Bullion St, Mariposa, Ca 95338	5091/ 5089 Bullion St, Mariposa, Ca 95338

1. SALE AND/OR INSTALLATION AND SERVICES. We will (check one box as applicable):

☒ Sell and install, and provide warranty and after-warranty repair service, and provide the other services for, the security systems described below (individually or collectively the "System"); OR

☐ Install, provide repair service, and provide the other services for the System, in which case **THE SYSTEM SHALL REMAIN OUR SOLE PROPERTY AND IS PROVIDED AS PART OF THE SERVICE.** Price and payment terms for monitoring service is included herein, and monitoring service is provided pursuant to terms and conditions of our Agreement executed by Subscriber.

Signs and decals to remain the property of Hoffman under any circumstances.

System and Services Description

- 1 EA Labor
- 1 EA XR150 Panel w/Transformer, battery
- 1 EA Cellular Communicator (XR150,550)
- 1 EA Keypad
- 2 EA Wireless Keypad
- 7 EA Universal Transmitter
- 12 EA Wireless Motion
- 1 EA Wireless High Power Receiver
- 1 EA Security APP
- 2 EA Keypads

Partition Security System For Probation Office, Juvenile Detention office, Sherriff Investigation Office located at 509 Bullion and 5089 Bullion all doors and Motion detectors set for trap

Approximate Installation Starting Date: _____ Approximate Installation Completion Date: _____

Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. Upon completion of the installation, we will thoroughly instruct you in the proper use of the System. Subscriber will, at Subscriber's sole expense, obtain and keep in effect during the entire term of this Agreement, all permits, licenses, plan checks and similar governmental requirements that may be required for the installation and use of the System.

2. PRICE; PAYMENT; TERM; FINANCIAL DISCLOSURES

SALES/INSTALLATION PRICE
(Sales Tax Included in Installation Price)

\$7,390.00

MONITORING SERVICE

\$46.95/MONTH

Includes:

- | | | | |
|---|---|---|--|
| ☒ Cell | ☒ Total Control App | ☐ ZWave Control | ☐ Entre |
| ☐ Open/Close Reports | ☐ UL Certification | ☐ Camera Control | ☐ Instant Eye Witne |
| ☐ Camera Maintenance | ☒ Extended warranty | ☐ Fire inspections | ☐ Virtual Keypad A |

DEPOSIT DUE NOW \$
BALANCE WHEN THE SYSTEM IS COMPLETED \$ 7,390.00

INITIAL TERM OF MONITORING SERVICE

PAID: Monthly 3 - YEARS (36 Mo/12 qtr/3 yrs)
TOTAL MONITORING SUM \$46.95 PER PERIOD
FOR INITIAL TERM \$1,690.20

There is no financing charge or cost of credit associated with this Agreement (0% APR). The total sum set forth above as total monitoring sum for initial term is the total cash p and total cost of credit for monitoring service. WE MAY ELECT NOT TO START TO MONITOR THE SYSTEM OR PROVIDE OTHER SERVICES UNTIL THE SALES/INSTALLATION PRICE IS PAID IN FULL. You agree and understand that if you authorize any payments pursuant to any electronic means provided in the "Easy Pay

Enrollment" form, and if such authorization is discontinued or terminated by you or any payment is dishonored by the financial institution or is not paid otherwise paid for any reason, your payment obligations under this Agreement remain in full force and effect and you agree to pay the same to Hoffman. If you fail to make any such payments, we may terminate providing any further services and all collection rights and remedies of Hoffman are expressly reserved.

For services, the initial term of this agreement is three (3) years commencing on the day service begins, and will automatically continue for successive one (1) Month terms unless canceled by either of us in writing at least thirty (30) days before the end of the original term or renewal term.

3. MONITORING SERVICE FEES ARE BILLED IN ADVANCE AND IS DUE UPON YOUR RECEIPT OF OUR INVOICE. YOU WILL PAY THE PRORATED SERVICES FEE FOR THE MONTH IN WHICH SERVICES BEGIN. THE FIRST PAYMENT FOR SERVICES IS DUE WHEN WE SUBSTANTIALLY COMPLETE THE INSTALLATION OF THE SYSTEM. Monitoring service will not begin until you have executed and delivered our Agreement. We may elect not to start to monitor the alarm system, activate other systems, or provide other services until the installation price is paid in full. If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled, including the value of the work performed and loss of profits. In addition we impose a late charge on all payments for the installation of the System that more than ten (10) days past due in the maximum amount permitted by California law. You understand that the monitoring service fee does not include and text messaging or other cell phone usage charges by your wireless carrier that you may incur as a result of our notification and monitoring services. You acknowledge that the services fee is based upon existing federal, state and local taxes and charges. We shall have the right, at any time, to increase the services fee to reflect any additional or increased taxes, licenses, permits, or fees which may be charged to us by any utility or governmental agency relating to the services we provide and you agree to pay the same. In addition, we may periodically increase the services fee as set forth in Section 19.

4. RECEIPT OF COPY. YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT. ALL OF THE TERMS ON THE AGREEMENT AND ON ALL ATTACHMENTS ARE PART OF THIS AGREEMENT. READ THEM BEFORE YOU SIGN BELOW.

5. DISCLAIMER OF LIABILITY. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT, ANY BURGLARY, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR BY-PASSED OR THAT IT WILL ALWAYS OPERATE. YOU ACKNOWLEDGE AND AGREE THAT WE HAVE MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT YOU HAVE RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. SECTIONS 16 AND 17 ON THE AGREEMENT LIMIT OUR LIABILITY TO \$1,000.00 OR SIX (6) TIMES THE MONTHLY SERVICES FEE IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU HAD THE OPPORTUNITY TO TALK TO OUR SECURITY CONSULTANT ABOUT THIS LIMITATION AND YOU KNOW THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIABILITY BY PAYING AN ADDITIONAL SERVICES FEE TO US.

6. INSTALLATION OF THE SYSTEM. You will permit us to install the System during our normal business hours and you will give us uninterrupted access to your premises. You warrant that you have full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System under all conditions set forth herein. You have approved the locations of where the control panel, audible devices, cameras, monitors, and all devices will be installed. If the alarm system includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than five (5) minutes. You will provide 24 hour - 110-volt electrical service, including a switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the premises (such as fixing loose doors, broken windows, sprinkler off valves, etc.) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide adequate lighting for any CCTV system, and other provide the proper environment for the Systems as we may reasonably request. If telephone utility services or cables are necessary for the installation and operation of the System you will provide them at your expense. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our control. You have the affirmative duty to inform us, prior to beginning of installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determine where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. Any costs incurred to repair pipes, wires or other obstructions, and any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. After we complete the System, you and our representative will inspect it. If something is missing or not properly installed, you will tell us within ten (10) days, otherwise the System will have been accepted by you. If the System is being installed as part of new construction or a remodeling of an existing structure and we pre-wire any portion of the System, and such wiring and/or related System components (e.g. switches) are damaged by you or others working on the premises, you agree to pay our standard labor and material charges to repair such damage. **IF ADDITIONAL TRIPS ARE REQUIRED TO COMPLETE THE JOB DUE TO CUSTOMER OR CONTRACTOR NOT PROVIDING REQUIRED EQUIPMENT OR CONNECTIONS BY SCHEDULED INSTALLATION DATE, (I.E. DOORS, WINDOWS, TELEPHONE, POWER... ETC.), THOSE TRIPS WILL BE BILLED AT STANDARD LABOR RATES. MOTION DETECTORS AND GLASS BREAK DETECTORS ARE FOR SPOT PROTECTION ONLY. SUBSCRIBER DESIRES NO ADDITIONAL PROTECTION AT THIS TIME. SUBSCRIBER UNDERSTANDS THAT SUCH ADDITIONAL PROTECTION MAY BE AVAILABLE AND CAN BE PROVIDED BY HOFFMAN FOR A FEE. HOFFMAN DOES NOT WARRANT ANY EQUIPMENT INSTALLED BY ANY OTHER COMPANY. HOFFMAN TO PROVIDE ONE HOUR FREE LABOR TO BRING SYSTEM ONLINE. ANY OTHER WORK REQUIRED TO MAKE SYSTEM OPERATIONAL WILL BE CHARGED ON A TIME PLUS MATERIALS BASIS. IF ANY WIRES HAVE BEEN CUT SINCE THE PRE-WIRE AND IT IS NECESSARY TO ADD ADDITIONAL EQUIPMENT TO COMPLETE SYSTEM, IT IS THE SUBSCRIBER'S RESPONSIBILITY TO PAY FOR THIS EQUIPMENT ON A TIME PLUS MATERIALS BASIS. USE OF WIRELESS EQUIPMENT IS AFFECTED BY UNSEEN VARIABLES. ADDITIONAL EQUIPMENT AND LABOR MAY BE REQUIRED IF CONDITIONS DICTATE. THESE COSTS ARE BILLED TO THE CUSTOMER. IF HOFFMAN IS INSTALLING A SYSTEM IN A PRE-WIRED HOUSE, HOFFMAN MAKES NO WARRANTY ON CONDITION OF EXISTING WIRE AND ADDITIONAL COSTS MAY ARISE IF WIRE IS UNUSABLE OR LOST. SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS ARE FOR AREA PROTECTION ONLY. ALL COSTS ATTRIBUTABLE TO MAKING THE FIRE ALARM SYSTEM OPERABLE FOR THE RESIDENCE IDENTIFIED BY THIS DOCUMENT, INCLUDING SALARY AND INSTALLATION COSTS, DO NOT EXCEED FIVE HUNDRED DOLLARS (\$500).**

FIRE PERMIT FEES ARE NOT INCLUDED AS THEY VARY BY JURISDICTION AND ARE THE SUBSCRIBER'S RESPONSIBILITY. ANY ADDITIONAL EQUIPMENT THAT MAY BE REQUIRED BY THE AUTHORITY HAVING JURISDICTION IS THE RESPONSIBILITY OF THE CUSTOMER AND MAY RESULT IN ADDITIONAL CHARGES. FIRE SYSTEMS REQUIRE DEDICATED POWER PROVIDED BY THE SUBSCRIBER.

IF SUBSCRIBER WISHES TO PROGRAM VIDEO RECORDER TO RECORD ON DETECTION OF MOTION ONLY, SUBSCRIBER UNDERSTANDS THAT UNDER SOME CIRCUMSTANCES MOVEMENT IN THE CAMERA IMAGE MAY NOT TRIGGER RECORDING CAUSING ALL OR PART OF AN EVENT TO NOT BE RECORDED. SUBSCRIBER SHALL PROVIDE INTERNET CONNECTION FOR ANY SERVICES AS REQUIRED FOR FUNCTION OF REMOTE MONITORING. HOFFMAN IS NOT RESPONSIBLE FOR FAILURES OF THAT INTERNET SERVICE OR LOST VIDEO DUE TO INTERNET RELATED ISSUES. NOTIFICATION VIDEO LOSS SIGNALS MAY BE INTERRUPTED DUE TO BROADBAND ISSUES BEYOND OUR CONTROL. SUBSCRIBER GIVES HOFFMAN THE RIGHT TO TIE INTO CAMERA SYSTEM FOR MONITORING AND TROUBLESHOOTING AS NECESSARY.

7. LIMITED/EXTENDED WARRANTY. For purchased Systems only, the following limited repair/replacement warranty applies:

a. WHAT IS COVERED: LIMITED WARRANTY - FOR ONE YEAR AFTER WE COMPLETE THE INSTALLATION, WE WILL PROVIDE THE FOLLOWING WARRANTY SERVICE: (1) FOR THE FIRST NINETY (90) DAYS OF THIS WARRANTY WE WILL REPAIR OR REPLACE ANY DEFECTIVE PART OF THE SYSTEM WITHOUT CHARGE TO YOU; (2) AFTER THE FIRST NINETY (90) DAYS OF THIS WARRANTY WE WILL PROVIDE A REPLACEMENT FOR ANY DEFECTIVE PART WITHOUT CHARGE, BUT YOU WILL PAY FOR ALL LABOR AT OUR PREVAILING RATES WHICH WILL INCLUDE A MINIMUM VISIT CHARGE. WE MAY

USE NEW OR USED PARTS OF EQUAL QUALITY. IF EXTENDED WARRANTY IS INCLUDED, THE POLICIES IN SECTION 6 (ABOVE & BELOW) WILL BE EXTENDED AS LONG AS YOUR ACCOUNT IS IN GOOD STANDING AND EXTENDED WARRANTY PAYMENTS ARE BEING MADE.

b. **HOW TO GET SERVICE:** CALL OR WRITE US AT THE ADDRESS AND TELEPHONE NUMBER AT THE TOP OF THIS AGREEMENT AND TELL US WHAT IS WRONG WITH THE SYSTEM. WE WILL PROVIDE SERVICE AS SOON AS POSSIBLE DURING OUR NORMAL BUSINESS HOURS WHICH ARE 8:00 A.M. TO 4:00 P.M., MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS WE OBSERVE. EMERGENCY REPAIR SERVICE IS AVAILABLE AT OTHER TIMES FOR AN ADDITIONAL CHARGE WHICH INCLUDES A MINIMUM ONE-HOUR VISIT CHARGE.

c. **WHAT IS NOT INCLUDED:** REPAIR OF THE SYSTEM IS OUR ONLY DUTY. THIS WARRANTY DOES NOT INCLUDE DISPOSABLE ITEMS SUCH AS ACCESS CONTROL CARDS, VIDEO HARDDRIVES AND BATTERIES WHICH WE WILL PROVIDE TO YOU AND YOU AGREE TO PAY FOR AT OUR PREVAILING RATE ANY REQUIRED OR REQUESTED FIRE ALARM TESTS AND/OR INSPECTIONS ARE NOT PART OF WARRANTY SERVICE AND SHALL BE SEPARATELY BILLED TO YOU AT OUR PREVAILING RATES FOR SUCH SERVICES AND YOU AGREE TO PAY FOR THE SAME. WE MAKE NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT, OR HELP PREVENT, ANY BURGLARY, INTRUSION, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED, BYPASSED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAIRS THAT ARE NEEDED BECAUSE OF AN ACCIDENT, ACTS OF GOD, YOUR FAILURE TO PROPERLY USE THE SYSTEM, OR IF SOMEONE OTHER THAN US ATTEMPTS TO REPAIR OR CHANGE THE SYSTEM, OR ANY OTHER REASON EXCEPT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION. ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THIS EXPRESSED LIMITED WARRANTY. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM.

d. **STATE LAW:** SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

8. **CAMERA MAINTENANCE.** Camera Maintenance includes daily health alerts to be sent to Company if one of the cameras loses their picture or if the hard drive on the recorder fails. Subscriber is responsible for maintaining high speed internet connection. Once per month, if remote access is made available by client and conditions permit, Hoffman will remotely attempt to determine camera system is functioning as intended by using any combination of methods such as checking: system is accessible, recorded video, live video camera views, views obscured, or other processes to attain general system health. Camera maintenance also includes an annual camera cleaning to be scheduled by the client. If it covers all normal wear and tear on the equipment so if any camera or the recorder fails, we will replace it at no cost to subscriber. Any repair work necessary will be done during normal business hours.

9. **ALARM SYSTEM MONITORING SERVICE.** If you have subscribed to monitoring service, we shall connect the alarm system(s) to our monitoring facility (the "Center"), monitoring will be provided in accordance with our Agreement. We will charge you directly for monitoring which will be billed to you by us pursuant to this Agreement. When burglary, fire, duress, medical or other alarm signal from the System is received in the Center, we will call your premises first, followed by the first person designated on Subscriber's Emergency Notification List, and then try to telephone the proper police or fire department and the other persons designated on Subscriber's Emergency Notification List. **HOFFMAN AND THE CENTER DO NOT PROVIDE MEDICAL SERVICES OR MEDICAL ADVICE.** When a non-emergency signal is received (e.g. temperature or pump water flow sensors), we will attempt to contact the premises and then the first available person on your Subscriber information form but will not notify emergency authorities. We reserve the right to verify all alarm signals by using the two-way voice or visual devices, if one has been installed, calling the premises or otherwise before notifying the government agencies. We may choose not to notify the government agencies if we have reason to believe that an emergency condition does not exist. We and you are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over your system. We may discontinue or change any particular response service due to governmental or insurance requirements by giving you written notice. If your police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, you agree to subscribe to such service if provided by us, or otherwise comply with such requirements. *If Hoffman dispatches a Guard Company, subscriber is responsible to pay a response fee will each time Guard Company is dispatched.* We may charge an additional fee for such service that will be added to the then current monthly fee. *Subscriber is responsible for any city or county alarm permit fees.* You acknowledge and agree that all monitoring firmware and software, computer codes and monitoring information remain our sole and exclusive property. You consent to the tape recording of all telephonic communications with our office at the Center. *If Hoffman is providing Video Verification, standard dispatching procedures shall apply on all accounts with Video.* We will charge you directly for monitoring which will be billed to you by us pursuant to this Agreement. False alarm charges shall be your responsibility.

10. **TRANSMISSION LINES.** The alarm system may include a communicator that sends signals to the Center over your regular telephone service, or Internet, cellular service or long-range radio. If telephone service is used, you will pay for all telephone charges including any installation fee for a special jack to connect the alarm system to your telephone service. We recommend the use of an RJ31X or equivalent telephone jack to give the alarm system priority over other telephones in your premises, however, when the alarm system is activated, you will be unable to use your telephone to make other calls (such as calls to the 911 emergency operator), and therefore, you may wish to have the System connect to a second telephone line. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and we will not know of the telephone service problem. If an Internet, cellular or radio system is used for transmitting alarm signals from your premises to the Center, you acknowledge that the use of such system may be controlled by the California Public Utilities Commission and Federal Communications Commission and changes in rules, regulations and policies may necessitate our discontinuation or changing such transmission facilities at our option. Communications systems may be impaired or interrupted by atmospheric conditions, including interruptions caused by an Internet provider, electrical storms, power failures or other outages, conditions and events beyond our control. You may be required to execute an additional agreement for Internet cellular or radio transmission service. You agree to reimburse us for any costs we may incur to reprogram the communications device of the alarm system because of area code changes or other dialing pattern changes. The use of DSL, VoIP, BPL or other broadband telephone service may prevent the System from transmitting alarm signals to the monitoring facility and/or interfere with the telephone line-seizure feature of the alarm system, after it is installed or anytime in the future. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL, VoIP, BPL or other broadband service. **IMMEDIATELY AFTER THE INSTALLATION OF DSL, VoIP, BPL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE CENTER.**

11. **FALSE ALARMS.** You agree that you and others using the System will use it carefully so as to avoid causing false alarms. Severe weather or other forces beyond our control can cause false alarms. If we receive too many false alarms, that will constitute a breach of contract by you, and we may cancel monitoring and service and seek to recover damages. You will pay any false alarm fine, penalty or fee that is charged against you, and if a false alarm fine, penalty or fee is charged to us by any governmental agency, you will pay for the charge.

12. **AFTER WARRANTY REPAIR SERVICE.** At the end of our one (1) year limited warranty we will continue to repair the System and provide equipment on a time and material basis. You will pay our standard parts and labor charges for all repair calls and supplies. There will be a one (1) hour minimum visit charge for each repair call. See Section 7(b) of our Limited Warranty on how to get repair service.

(B) For Systems provided to you by Hoffman, except as limited below, we shall provide repair service for the System including all parts and labor. All repairs shall be performed during normal business hours, which are 8:00 am to 4:00 pm, Monday through Friday, except holidays we observe, and will be performed as soon as reasonably possible after receipt of notice from you. Emergency service is available at other times at our prevailing service rates. You agree to pay for all parts and labor necessary to repair the System as a result of damage to the System caused by accident, your misuse or modification of the System, acts of God, or attempted repair service performed by anyone other than Company or our designee and charges for such repairs will be based on our then existing labor and material rates and will include a minimum one (1) hour visit charge and will be due and payable upon completion of the work. **YOU AGREE TO PAY FOR ANY DISPOSABLE ITEMS SUCH AS ACCESS CONTROL CARDS, VIDEO HARDDRIVES AND BATTERIES WHICH WE WILL PROVIDE TO YOU AND YOU AGREE TO PAY FOR AT OUR PREVAILING RATES.** If you fail to pay for such charges upon completion of the work, we may terminate this Agreement. For fire alarm or sprinkler supervisory systems we will provide inspection and testing service as set forth on the

equipment description. Inspections and tests will be performed only during our normal business hours described above. We have no obligation to repair equipment to which the System is attached (e.g., a sprinkler system or access control system).

13. SUBSCRIBER'S DUTIES. You will instruct all other persons who may use the System on its proper testing and use. You will test the alarm system's protective devices and send test signals to the Center in accordance with our instructions at least monthly. If the security alarm system includes space protection (e.g., infrared, photo beams or other sensors) you will turn off, control, relocate or remove all things such as air conditioning systems, inventory, furniture, heaters, and other such devices that might interfere with devices when they are turned on. If a problem in the System occurs you will notify us. You will complete and give us an emergency information form which will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises, and other information we may require. In the case of a fire alarm or sprinkler system, you will notify us in writing of any change in your fire rating bureau or agency. You will notify Hoffman in writing of any changes in the information set forth on the Emergency Notification List. You agree that we may disclose the information regarding your system and on the Emergency Notification List to any government agency having jurisdiction over the use and operation of the System, without notice to you. You are solely responsible for (i) issuing and controlling access control cards and (ii) providing and maintaining video for CCTV systems and we do not provide film developing or video editing services.

14. SUSPENSION OR CANCELLATION OF THIS AGREEMENT. You understand that we may stop or suspend monitoring and other services if: (i) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of Hoffman or so severely damage your premises that continuing service would be impractical; (ii) there is an interruption or unavailability of the telephone service between the alarm system and our monitoring facilities; (iii) you do not pay the service charge due to us, after we have given you ten days notice that we are canceling service because of non-payment; (iv) we are unable to provide service because of some action or ruling by any governmental authority; and/or (v) you become a debtor in a bankruptcy proceeding. If service is canceled or this Agreement expires or is terminated for any reason, you authorize us to remotely disconnect the alarm system communicator from our facility and/or enter your premises to disconnect the alarm system from our monitoring equipment and remove our signs, decals and communications software from your System and premises. If service is suspended because you have failed to pay the charges set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing re-connection fee. **YOU UNDERSTAND THAT THE ALARM SYSTEM MAY NOT WORK WITH EQUIPMENT USED BY OTHER ALARM COMPANIES OR MONITORING CENTERS.**

15. TERMINATION, DEFAULT; TITLE TO SYSTEM In the event you are not the owner of the premises, you warrant that you have obtained the written consent of the owner for the installation and removal of the System. You authorize us to investigate your credit record, and to report your payment performance under this Agreement to credit agencies and credit reporting services. If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled including, without limitation, the value of the work performed and the amount due to us for the unexpired term of the Agreement, including loss of profit. In addition we may impose a late charge on all payments for services that are more than ten (10) days past due, in the amount equal to ten dollars (\$10.00) or the maximum amount permitted by California law whichever is less. In no event shall Hoffman's failure to enforce this provision at any time be deemed to be a waiver by Hoffman to assert its rights created hereunder or to assess the late charge in the future. Unless you purchased the System from us (and the first box under Section 1 is checked), you acknowledge and agree the following: (A) This Agreement is a service agreement only and THE ENTIRE SYSTEM SHALL AT ALL TIMES REMAIN THE SOLE PROPERTY OF HOFFMAN. (B) We will not damage, encumber or dispose of the System or permit the System to be damaged, encumbered, taken from the premises, tampered with or repaired by any but our service personnel. (C) In the event of loss or damage to the System or any part thereof, you agree to pay us the System's reasonable replacement value or the cost of repair as the case may be. At the expiration of this Agreement or in the event of your default, you authorize us to enter your premises and to remove all or any portion of the System. (D) We may elect to abandon all or any portion of the System. (E) Removal of the System shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof, including, but not limited to, recovery of our loss of profit for any unexpired term of this Agreement. (F) You will return the System to us in good condition, free of reasonable wear and tear excepted. (G) You agree that installation of the System does not create a fixture to your premises. In the event you are not the owner of the premises, you warrant that you have obtained the written consent of the owner for the installation and removal of the System.

16. ASSIGNEES AND SUBCONTRACTORS. We may transfer or assign this Agreement to any other security company, financial institution or other entity. Upon an assignment to another security company, Hoffman will be relieved of any further obligations hereunder. You may not transfer this Agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair, monitoring and other services. This Agreement, and particularly sections 16 and 17, shall apply to the work and services they provide, and shall apply to them and protect our assignees and subcontractors in the same manner as it applies to and protects us.

17. CHANGES TO THE SYSTEM. If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. **YOU AGREE THAT YOU HAVE CHOSEN THE SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.**

18. HOFFMAN IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY. You understand that (a) we are not an insurer of your property or the personal safety of persons in your premises; (b) you should provide any insurance on your premises and its contents; (c) the amount you pay to us is based only on the value of the System and services we provide and not on the value of your premises or its contents; (d) alarm systems and our monitoring and repair service may not always operate properly for various reasons; (e) it is difficult to determine in advance the value of your property that might be lost, stolen or destroyed if the System or our service fails to operate properly; (f) a CCTV or access control system may not detect or prevent an unauthorized intrusion onto the premises or unauthorized activities (including criminal conduct) by persons on the premises; (g) it is difficult to determine in advance how fast the police or fire department or others would respond to an alarm signal; and (h) it is difficult to determine in advance what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System. Therefore, we agree that, even if a court decides that Hoffman's breach of this Agreement, a failure of the System, or our negligence, or a failure of the System, installation, monitoring, repair service, or other services caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to the lesser of \$250.00 or six (6) times the quarterly services fee, as liquidated damages and not as a penalty, and this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss. **YOU MAY OBTAIN A LIMITATION OF LIABILITY.** If you wish, you may obtain from us a limitation of liability for an additional periodic charge. If you elect this option, you will attach a rider to this Agreement which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that we are an insurer.

19. THIRD PARTY INDEMNIFICATION AND SUBROGATION. If anyone other than you, asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) Hoffman's breach of this Agreement or a failure of the System or services, (ii) our negligence, (iii) any other improper or negligent activity of ours in providing the System or services or (iv) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and that employee or subcontractor solely causes such harm or damages. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

20. LIMITATION ON LAWSUITS; REFERENCE. Both Hoffman and Subscriber agree that no law suit or any other legal proceeding connected with this Agreement shall be brought or filed more than two (2) years after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement, (other than actions brought by Hoffman in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in Merced, California, in accordance with the provisions of Section 638, et seq. of the California Code of Civil Procedure, or their successor section, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. A referee shall be appointed to sit as a temporary Judge with all of the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. That arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the

California Code of Civil Procedure, as amended from time to time. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. The arbitrator shall allocate all the costs of the arbitration, including fees of the arbitrator and reasonable attorney's fees of the prevailing party against the party who did not prevail. Judgment on the award may be entered in any court having jurisdiction.

21. INCREASE IN SERVICES FEE. Notwithstanding any other term or condition set forth herein, after the expiration of one (1) year from the date of completion of installation we may at any time and from time to time, but not more than once in any twelve (12) month period, increase the monthly services fee by a percentage not to exceed ten percent (10%) of the monthly services fee in effect immediately prior to the effective date of the increase, by giving you thirty (30) days prior written notice of the amount of the increase you agree to pay the same.

22. INFORMATION AND PRIVACY. You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monitor, record, store and, if necessary, disclose to third parties video and audio related to monitored activity at your location, as well as conversations with you, emergency services providers, and law enforcement personnel. You consent to such recording, storage, and disclosure on behalf of yourself and any minor children for whom you are the parent or legal guardian. You further agree and represent that you have or will have obtained consent to such recording, storage, and disclosure from any other individuals who live or work at, otherwise frequent, your premises, including consent on behalf of any minor children for whom such individuals are the parents or legal guardians. Further, you understand that privacy cannot be guaranteed on telephone, cable and computer systems, and we shall not be liable to you for any claims, loss, damages or costs which may result from a lack of privacy experienced. You consent to us (i) using information about you and your location (collectively, "information") to administer services, offer you new products or services enforce the terms of this agreement, prevent fraud and respond to regulatory and legal requirements, (ii) provide information, including information contained on your emergency information to law enforcement or fire service personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and (iii) using sharing aggregate customer information and statistics that do not include information that identifies you personally. Except as required to provide the services that you have selected we will not monitor your location. You further acknowledge and assume risks related to data security breaches and cybercrime, as a result of which information about you and your premises may be compromised, intercepted and/or used by third parties in a way that would compromise the security of your information, your safety and/or privacy, and the privacy and safety of persons and property on your premises.

23. ENTIRE AGREEMENT. The entire and only agreement between you and Hoffman is written in this Agreement. They replace any earlier oral or written understandings or agreements. They may only be changed by a written agreement signed by you and us. THEY MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY OUR SALES AGENT. If you have given or ever give us a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will govern and be controlling. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in force. You agree that this Agreement is performed in the state of California and shall be governed by the laws of California.

24. OUR LICENSES. ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826. **CANCELLATION.** [RESIDENT SYSTEMS ONLY] YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

HOFFMAN ELECTRONIC SYSTEMS

[Print Subscriber's Name]

By _____
(Sales Agent & Agent Reg #)

By _____

Management Approval

Date: _____

Date: _____, 20____

Type of Entity:

☐ Sole Proprietorship ☐ Partnership

☐ Corporation/LLC ☐ Other _____

THIS AGREEMENT WILL NOT BE BINDING UPON HOFFMAN UNTIL EITHER (i) APPROVED BY ONE OF OUR MANAGERS OR (ii) WE START THE INSTALLATION. IN THE EVENT OF NON-APPROVAL, OUR ONLY LIABILITY SHALL BE TO REFUND TO YOU THE AMOUNT THAT YOU PAID TO US UPON THE SIGNING OF THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT SUBSCRIBER MAY NOT RECEIVE A COPY OF THIS AGREEMENT APPROVED BY HOFFMAN'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT, IN ANYWAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT. THE CITY OR COUNTY IN WHICH YOUR BUSINESS IS LOCATED MAY REQUIRE THAT YOU OBTAIN A PERMIT FOR THE USE AND MONITORING OF THE SYSTEM. LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATIONS UNTIL ALL PERMITS OR LICENSES FOR USE OF THE SYSTEM HAVE BEEN OBTAINED, AND THEREFORE COMPANY MAY NOT BEGIN MONITORING UNTIL SUBSCRIBER HAS OBTAINED AT SUBSCRIBER'S EXPENSES ALL NECESSARY PERMITS OR LICENSES, AND PROVIDED COMPANY WITH THE LICENSE OR PERMIT NUMBER. SUBSCRIBER AGREES DIGITAL SIGNATURES AND ELECTRONIC TRANSMISSION OF DOCUMENTATION IS LEGALLY BINDING AND JUST THE SAME AS ORIGINAL WET PEN-AND-PAPER SIGNATURE.

Fresno Area:
90 E. Escalon Ave. #120
Fresno, CA 93710
(559) 292-7871
ACO # 4638
Con. Lic. 484100



Merced Area:
2301 Aviation Dr.
Atwater, CA 95301
(209) 384-3305
(800) 972-0003
(209) 722-1107-Fax
HoffmanElectronics.com

SALE AND/OR INSTALLATION AND SERVICES AGREEMENT - Retail Installment Contract

THIS AGREEMENT is made this 12/07/2021 day of 7th 2021 by and between Hoffman Electronic Systems, a California corporation ("Hoffman") and Subscriber named below.

SUBSCRIBER	DESCRIPTION OF JOB
Mariposa County Probation Dept. 5091 Bullion St P.O.Box 76, Mariposa, Ca 95338	CCTV 5091 Bullion St, Mariposa, Ca 95338

1. SALE AND/OR INSTALLATION AND SERVICES. We will (check one box as applicable):

☒ Sell and install, and provide warranty and after-warranty repair service, and provide the other services for, the security systems described below (individually or collectively the "System"); OR

☐ Install, provide repair service, and provide the other services for the System, in which case **THE SYSTEM SHALL REMAIN OUR SOLE PROPERTY AND IS PROVIDED AS PART OF THE SERVICE.** Price and payment terms for monitoring service is included herein, and monitoring service is provided pursuant to terms and conditions of our Agreement executed by Subscriber.

Signs and decals to remain the property of Hoffman under any circumstances.

System and Services Description

1 EA Labor	4 EA Wireless Bridge Wall Mount
9 EA Hik 4MP Outdoor Turret Camera w/2.8mm fixed Lens	19 EA 12TB Surveillance Hard Drive
1 EA Hik 4MP Outdoor Turret Camera w/Varifocal Lens	1 EA Hik 6MP 360° Fisheye Camera w/Mic & Speaker
2 EA Hik 4MP Indoor Turret Camera w/2.8mm fixed Lens	1 EA Conduit, Parts & Fittings
1 EA 128CH NVR	8 EA Hik Conduit Back Box
2 EA 8 Port POE	1 EA UPS
1 EA 16 Port POE	4 EA Wireless Bridge
1 EA Hik Short Wall Mount	

(CCTV equipment and installation \$44,440.00, CCTV maintenance three year agreement \$15,984.00 Total \$60,384.00)

Hoffman to install new IP Camera system. Recorder to retain footage for all cameras for at least two years. Equipment Tax - \$25,000. Labor - \$19,400.

Approximate Installation Starting Date: _____ Approximate Installation Completion Date: _____

Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. Upon completion of the installation, we will thoroughly instruct you in the proper use of the System. Subscriber will, at Subscriber's sole expense, obtain and keep in effect during the entire term of this Agreement, all permits, licenses, plan checks and similar governmental requirements that may be required for the installation and use of the System.

2. PRICE; PAYMENT; TERM; FINANCIAL DISCLOSURES

SALES/INSTALLATION PRICE (Sales Tax Included in Installation Price)	\$44,400.00	MONITORING SERVICE	\$444.00/MONTH
		Includes:	
		☐ Cell	☐ Total Control App
		☐ Open/Close Reports	☐ UL Certification
		☒ Camera Maintenance	☒ Videofied Clips
		☐ ZWave Control	☐ Entree
		☐ Camera Control	☐ Instant Eye Wit
		☒ Extended warranty	☐ Fire inspections
		INITIAL TERM OF MONITORING SERVICE	
		PAID: Monthly	3 - YEARS (36 Mo/12 qtr/3 yrs)
		TOTAL MONITORING SUM	\$444.00 PER PERIOD
		FOR INITIAL TERM	\$15,984.00
DEPOSIT DUE NOW	\$0.00		
BALANCE WHEN THE SYSTEM IS COMPLETED	\$44,400.00		

There is no financing charge or cost of credit associated with this Agreement (0% APR). The total sum set forth above as total monitoring sum for initial term is the total cash paid and total cost of credit for monitoring service. WE MAY ELECT NOT TO START TO MONITOR THE SYSTEM OR PROVIDE OTHER SERVICES UNTIL THE SALES/INSTALLATION PRICE IS PAID IN FULL. You agree and understand that if you authorize any payments pursuant to any electronic means provided in the "Easy Pay Enrollment" form, and if such authorization is discontinued or terminated by you or any payment is dishonored by the financial institution or is not paid otherwise paid for any

reason, your payment obligations under this Agreement remain in full force and effect and you agree to pay the same to Hoffman. If you fail to make any such payments, we may terminate providing any further services and all collection rights and remedies of Hoffman are expressly reserved.

For services, the initial term of this agreement is three (3) years commencing on the day service begins, and will automatically continue for successive one (1) Month terms unless canceled by either of us in writing at least thirty (30) days before the end of the original term or renewal term.

3. MONITORING SERVICE FEES ARE BILLED IN ADVANCE AND IS DUE UPON YOUR RECEIPT OF OUR INVOICE. YOU WILL PAY THE PRORATED SERVICES FEE FOR THE MONTH IN WHICH SERVICES BEGIN. THE FIRST PAYMENT FOR SERVICES IS DUE WHEN WE SUBSTANTIALLY COMPLETE THE INSTALLATION OF THE SYSTEM. Monitoring service will not begin until you have executed and delivered our Agreement. We may elect not to start to monitor the alarm system, activate other systems, or provide other services until the installation price is paid in full. If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled, including the value of the work performed and loss of profits. In addition we impose a late charge on all payments for the installation of the System that more than ten (10) days past due in the maximum amount permitted by California law. You understand that the monitoring service fee does not include and text messaging or other cell phone usage charges by your wireless carrier that you may incur as a result of our notification and monitoring services. You acknowledge that the services fee is based upon existing federal, state and local taxes and charges. We shall have the right, at any time, to increase the services fee to reflect any additional or increased taxes, licenses, permits, or fees which may be charged to us by any utility or governmental agency relating to the services we provide and you agree to pay the same. In addition, we may periodically increase the services fee as set forth in Section 19.

4. RECEIPT OF COPY. YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT. ALL OF THE TERMS ON THE AGREEMENT AND ON ALL ATTACHMENTS ARE PART OF THIS AGREEMENT. READ THEM BEFORE YOU SIGN BELOW.

5. DISCLAIMER OF LIABILITY. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT, ANY BURGLARY, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR BY-PASSED OR THAT IT WILL ALWAYS OPERATE. YOU ACKNOWLEDGE AND AGREE THAT WE HAVE MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THAT YOU HAVE RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. SECTIONS 16 AND 17 ON THE AGREEMENT LIMIT OUR LIABILITY TO \$1,000.00 OR SIX (6) TIMES THE MONTHLY SERVICES FEE IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU HAD THE OPPORTUNITY TO TALK TO OUR SECURITY CONSULTANT ABOUT THIS LIMITATION AND YOU KNOW THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIABILITY BY PAYING AN ADDITIONAL SERVICES FEE TO US.

6. INSTALLATION OF THE SYSTEM. You will permit us to install the System during our normal business hours and you will give us uninterrupted access to your premises. You warrant that you have full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System under all conditions set forth herein. You have approved the locations of where the control panel, audible devices, cameras, monitors, and all devices will be installed. If the alarm system includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than five (5) minutes. You will provide 24 hour - 110-volt electrical service, including required switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the premises (such as fixing loose doors, broken windows, sprinkler control valves, etc.) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide adequate lighting for any CCTV system, and other provide the proper environment for the Systems as we may reasonably request. If telephone utility services or cables are necessary for the installation and operation of the System you will provide them at your expense. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our control. You have the affirmative duty to inform us, prior to beginning of installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determine where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. Any costs incurred to repair pipes, wires or other obstructions, and any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. After we complete the System, you and our representative will inspect it. If something is missing or not properly installed, you will tell us within ten (10) days, otherwise the System will have been accepted by you. If the System is being installed as part of new construction or a remodeling of an existing structure and we pre-wire any portion of the System, and such wiring and/or related System components (e.g. switches) are damaged by you or others working on the premises, you agree to pay our standard labor and material charges to repair such damage. **IF ADDITIONAL TRIPS ARE REQUIRED TO COMPLETE THE JOB DUE TO CUSTOMER OR CONTRACTOR NOT PROVIDING REQUIRED EQUIPMENT OR CONNECTIONS BY SCHEDULED INSTALLATION DATE, (I.E. DOORS, WINDOWS, TELEPHONE, POWER... ETC.), THOSE TRIPS WILL BE BILLED AT STANDARD LABOR RATES. MOTION DETECTORS AND GLASS BREAK DETECTORS ARE FOR SPOT PROTECTION ONLY. SUBSCRIBER DESIRES NO ADDITIONAL PROTECTION AT THIS TIME. SUBSCRIBER UNDERSTANDS THAT SUCH ADDITIONAL PROTECTION MAY BE AVAILABLE AND CAN BE PROVIDED BY HOFFMAN FOR A FEE. HOFFMAN DOES NOT WARRANTY ANY EQUIPMENT INSTALLED BY ANY OTHER COMPANY. HOFFMAN TO PROVIDE ONE HOUR FREE LABOR TO BRING SYSTEM ONLINE. ANY OTHER WORK REQUIRED TO MAKE SYSTEM OPERATIONAL WILL BE CHARGED ON A TIME PLUS MATERIALS BASIS. IF ANY WIRES HAVE BEEN CUT SINCE THE PRE-WIRE AND IT IS NECESSARY TO ADD ADDITIONAL EQUIPMENT TO COMPLETE SYSTEM, IT IS THE SUBSCRIBER'S RESPONSIBILITY TO PAY FOR THIS EQUIPMENT ON A TIME PLUS MATERIALS BASIS. USE OF WIRELESS EQUIPMENT IS AFFECTED BY UNSEEN VARIABLES. ADDITIONAL EQUIPMENT AND LABOR MAY BE REQUIRED IF CONDITIONS DICTATE. THESE COSTS ARE BILLED TO THE CUSTOMER. IF HOFFMAN IS INSTALLING A SYSTEM IN A PRE-WIRED HOUSE, HOFFMAN MAKES NO WARRANTY ON CONDITION OF EXISTING WIRE AND ADDITIONAL COSTS MAY ARISE IF WIRE IS UNUSABLE OR LOST. SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS ARE FOR AREA PROTECTION ONLY. ALL COSTS ATTRIBUTABLE TO MAKING THE FIRE ALARM SYSTEM OPERABLE FOR THE RESIDENCE IDENTIFIED BY THIS DOCUMENT, INCLUDING SALARY AND INSTALLATION COSTS, DO NOT EXCEED FIVE HUNDRED DOLLARS (\$500).**

FIRE PERMIT FEES ARE NOT INCLUDED AS THEY VARY BY JURISDICTION AND ARE THE SUBSCRIBER'S RESPONSIBILITY. ANY ADDITIONAL EQUIPMENT THAT MAY BE REQUIRED BY THE AUTHORITY HAVING JURISDICTION IS THE RESPONSIBILITY OF THE CUSTOMER AND MAY RESULT IN ADDITIONAL CHARGES. FIRE SYSTEMS REQUIRE DEDICATED POWER PROVIDED BY THE SUBSCRIBER.

IF SUBSCRIBER WISHES TO PROGRAM VIDEO RECORDER TO RECORD ON DETECTION OF MOTION ONLY, SUBSCRIBER UNDERSTANDS THAT UNDER SOME CIRCUMSTANCES MOVEMENT IN THE CAMERA IMAGE MAY NOT TRIGGER RECORDING CAUSING ALL OR PART OF AN EVENT TO NOT BE RECORDED. SUBSCRIBER SHALL PROVIDE INTERNET CONNECTION FOR ANY SERVICES AS REQUIRED FOR FUNCTION OF REMOTE MONITORING. HOFFMAN IS NOT RESPONSIBLE FOR FAILURES OF THAT INTERNET SERVICE OR LOST VIDEO DUE TO INTERNET RELATED ISSUES. NOTIFICATION VIDEO LOSS SIGNALS MAY BE INTERRUPTED DUE TO BROADBAND ISSUES BEYOND OUR CONTROL. SUBSCRIBER GIVES HOFFMAN THE RIGHT TO TAP INTO CAMERA SYSTEM FOR MONITORING AND TROUBLESHOOTING AS NECESSARY.

7. LIMITED/EXTENDED WARRANTY. For purchased Systems only, the following limited repair/replacement warranty applies:

a. WHAT IS COVERED: LIMITED WARRANTY - FOR ONE YEAR AFTER WE COMPLETE THE INSTALLATION, WE WILL PROVIDE THE FOLLOWING WARRANTY SERVICE: (1) FOR THE FIRST NINETY (90) DAYS OF THIS WARRANTY WE WILL REPAIR OR REPLACE ANY DEFECTIVE PART OF THE SYSTEM WITHOUT CHARGE TO YOU; (2) AFTER THE FIRST NINETY (90) DAYS OF THIS WARRANTY WE WILL PROVIDE A REPLACEMENT FOR ANY DEFECTIVE PART WITHOUT CHARGE, BUT YOU WILL PAY FOR ALL LABOR AT OUR PREVAILING RATES WHICH WILL INCLUDE A MINIMUM VISIT CHARGE. WE MAY USE NEW OR USED PARTS OF EQUAL QUALITY. IF EXTENDED WARRANTY IS INCLUDED, THE POLICIES IN SECTION 6 (ABOVE & BELOW) WILL BE EXTENDED AS LONG AS YOUR ACCOUNT IS IN GOOD STANDING AND EXTENDED WARRANTY PAYMENTS ARE BEING MADE.

b. HOW TO GET SERVICE: CALL OR WRITE US AT THE ADDRESS AND TELEPHONE NUMBER AT THE TOP OF THIS AGREEMENT AND TELL US WHAT IS WRONG WITH THE SYSTEM. WE WILL PROVIDE SERVICE AS SOON AS POSSIBLE DURING OUR NORMAL BUSINESS HOURS WHICH ARE 8:00 A.M. TO 4:00 P.M., MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS WE OBSERVE. EMERGENCY REPAIR SERVICE IS AVAILABLE AT OTHER TIMES FOR AN ADDITIONAL CHARGE WHICH INCLUDES A MINIMUM ONE-HOUR VISIT CHARGE.

c. WHAT IS NOT INCLUDED: REPAIR OF THE SYSTEM IS OUR ONLY DUTY. THIS WARRANTY DOES NOT INCLUDE DISPOSABLE ITEMS SUCH AS ACCESS CONTROL CARDS, VIDEO HARDDRIVES AND BATTERIES WHICH WE WILL PROVIDE TO YOU AND YOU AGREE TO PAY FOR AT OUR PREVAILING RATE. ANY REQUIRED OR REQUESTED FIRE ALARM TESTS AND/OR INSPECTIONS ARE NOT PART OF WARRANTY SERVICE AND SHALL BE SEPARATELY BILLED TO YOU AT OUR PREVAILING RATES FOR SUCH SERVICES AND YOU AGREE TO PAY FOR THE SAME. WE MAKE NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT, OR HELP PREVENT, ANY BURGLARY, INTRUSION, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED, BYPASSED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAIRS THAT ARE NEEDED BECAUSE OF AN ACCIDENT, ACTS OF GOD, YOUR FAILURE TO PROPERLY USE THE SYSTEM, OR IF SOMEONE OTHER THAN US ATTEMPTS TO REPAIR OR CHANGE THE SYSTEM, OR ANY OTHER REASON EXCEPT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION. ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THIS EXPRESSED LIMITED WARRANTY. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM.

d. STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

8. **CAMERA MAINTENANCE.** Camera Maintenance includes daily health alerts to be sent to Company if one of the cameras loses their picture or if the hard drive on the recorder fails. Subscriber is responsible for maintaining high speed internet connection. Once per month, if remote access is made available by client and conditions permit, Hoffman will remotely attempt to determine camera system is functioning as intended by using any combination of methods such as checking: system is accessible, recorded video, live video camera views, views obscured, or other processes to attain general system health. Camera maintenance also includes an annual camera cleaning to be scheduled by the client. Hoffman it covers all normal wear and tear on the equipment so if any camera or the recorder fails, we will replace it at no cost to subscriber. Any repair work necessary will be done during normal business hours.

9. **ALARM SYSTEM MONITORING SERVICE.** If you have subscribed to monitoring service, we shall connect the alarm system(s) to our monitoring facility (the "Center") monitoring will be provided in accordance with our Agreement. We will charge you directly for monitoring which will be billed to you by us pursuant to this Agreement. When burglary, fire, duress, medical or other alarm signal from the System is received in the Center, we will call your premises first, followed by the first person designated on Subscriber's Emergency Notification List, and then try to telephone the proper police or fire department and the other persons designated on Subscriber's Emergency Notification List. HOFFMAN AND THE CENTER DO NOT PROVIDE MEDICAL SERVICES OR MEDICAL ADVICE. When a non-emergency signal is received (e.g. temperature or pump water flow sensors), we will attempt to contact the premises and then the first available person on your Subscriber information form but will not notify emergency authorities. We reserve the right to verify all alarm signals by using the two-way voice or visual devices, if one has been installed, calling the premises or otherwise before notifying the government agencies. We may choose not to notify the government agencies if we have reason to believe that an emergency condition does not exist. We and you are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over your system. We may discontinue or change any particular response service due to governmental or insurance requirements by giving you written notice. If your police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, you agree to subscribe to such service if provided by us, or otherwise comply with such requirements. *If Hoffman dispatches a Guard Company, subscriber is responsible to pay a response fee each time Guard Company is dispatched.* We may charge an additional fee for such service that will be added to the then current monthly fee. *Subscriber is responsible for any city or county alarm permit fees.* You acknowledge and agree that all monitoring firmware and software, computer codes and monitoring information remain our sole and exclusive property. You consent to the tape recording of all telephonic communications with our office at the Center. *If Hoffman is providing Video Verification, standard dispatching procedures shall apply on all accounts with Video.* We will charge you directly for monitoring which will be billed to you by us pursuant to this Agreement. False alarm charges shall be your responsibility.

10. **TRANSMISSION LINES.** The alarm system may include a communicator that sends signals to the Center over your regular telephone service, or Internet, cellular service or long-range radio. If telephone service is used, you will pay for all telephone charges including any installation fee for a special jack to connect the alarm system to your telephone service. We recommend the use of an RJ31X or equivalent telephone jack to give the alarm system priority over other telephones in your premises, however, when the alarm system is activated, you will be unable to use your telephone to make other calls (such as calls to the 911 emergency operator), and therefore, you may wish to have the System connect to a second telephone line. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and we will not know of the telephone service problem. If an Internet, cellular or radio system is used for transmitting alarm signals from your premises to the Center, you acknowledge that the use of such system may be controlled by the California Public Utilities Commission and Federal Communications Commission and changes in rules, regulations and policies may necessitate our discontinuing or changing such transmission facilities at our option. Communications systems may be impaired or interrupted by atmospheric conditions, including interruptions caused by an Internet provider, electrical storms, power failures or other outages, conditions and events beyond our control. You may be required to execute an additional agreement for Internet cellular or radio transmission service. You agree to reimburse us for any costs we may incur to reprogram the communications device of the alarm system because of area code changes or other dialing pattern changes. The use of DSL, VoIP, BPL or other broadband telephone service may prevent the System from transmitting alarm signals to the monitoring facility and/or interfere with the telephone line-seizure feature of the alarm system, after it is installed or anytime in the future. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL, VoIP, BPL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL, VoIP, BPL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE CENTER.

11. **FALSE ALARMS.** You agree that you and others using the System will use it carefully so as to avoid causing false alarms. Severe weather or other forces beyond our control can cause false alarms. If we receive too many false alarms, that will constitute a breach of contract by you, and we may cancel monitoring and service and seek to recover damages. You will pay any false alarm fine, penalty or fee that is charged against you, and if a false alarm fine, penalty or fee is charged to us by any governmental agency, you will pay for the charge.

12. **AFTER WARRANTY REPAIR SERVICE.** At the end of our one (1) year limited warranty we will continue to repair the System and provide equipment on a time and material basis. You will pay our standard parts and labor charges for all repair calls and supplies. There will be a one (1) hour minimum visit charge for each repair call. See Section 7(b) of our Limited Warranty on how to get repair service.

(B) For Systems provided to you by Hoffman, except as limited below, we shall provide repair service for the System including all parts and labor. All repairs shall be performed during normal business hours, which are 8:00 am to 4:00 pm, Monday through Friday, except holidays we observe, and will be performed as soon as reasonably possible after receipt of notice from you. Emergency service is available at other times at our prevailing service rates. You agree to pay for all parts and labor necessary to repair the System as a result of damage to the System caused by accident, your misuse or modification of the System, acts of God, or attempted repair service performed by anyone other than Company or our designee and charges for such repairs will be based on our then existing labor and material rates and will include a minimum one (1) hour visit charge and will be due and payable upon completion of the work. **YOU AGREE TO PAY FOR ANY DISPOSABLE ITEMS SUCH AS ACCESS CONTROL CARDS, VIDEO HARDDRIVES AND BATTERIES WHICH WE WILL PROVIDE TO YOU AND YOU AGREE TO PAY FOR AT OUR PREVAILING RATES.** If you fail to pay for such charges upon completion of the work, we may terminate this Agreement. For fire alarm or sprinkler supervisory systems we will provide inspection and testing service as set forth on the equipment description. Inspections and tests will be performed only during our normal business hours described above. We have no obligation to repair equipment to which the System is attached (e.g., a sprinkler system or access control system).

13. SUBSCRIBER'S DUTIES. You will instruct all other persons who may use the System on its proper testing and use. You will test the alarm system's protective devices and send test signals to the Center in accordance with our instructions at least monthly. If the security alarm system includes space protection (e.g., infrared, photo beams or other sensors detectors) you will turn off, control, relocate or remove all things such as air conditioning systems, inventory, furniture, heaters, and other such devices that might interfere with devices when they are turned on. If a problem in the System occurs you will notify us. You will complete and give us an emergency information form which will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises, and other information we may require. In the case of a fire alarm or sprinkler system, you will notify us in writing of any change in your fire rating bureau or agency. You will notify Hoffman in writing of any changes in the information set forth on the Emergency Notification List. You agree that we may disclose the information regarding your system and on the Emergency Notification List to any governmental agency having jurisdiction over the use and operation of the System, without notice to you. You are solely responsible for (i) issuing and controlling access control cards and (ii) providing and maintaining video for CCTV systems and we do not provide film developing or video editing services.

14. SUSPENSION OR CANCELLATION OF THIS AGREEMENT. You understand that we may stop or suspend monitoring and other services if: (i) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of Hoffman or so severely damage your premises that continuing service would be impractical; (ii) there is an interruption or unavailability of the telephone service between the alarm system and our monitoring facilities; (iii) you do not pay the service charge due to us, after we have given you ten days notice that we are canceling service because of non-payment; (iv) we are unable to provide service because of some action or ruling by any governmental authority; and/or (v) you become a debtor in a bankruptcy proceeding. If service is canceled or this Agreement expires or is terminated for any reason, you authorize us to remotely disconnect the alarm system communicator from our facility and/or enter your premises to disconnect the alarm system from our monitoring equipment and remove our signs, decals and communications software from your System and premises. If service is suspended because you have failed to pay the charges set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing re-connection fee. **YOU UNDERSTAND THAT THE ALARM SYSTEM MAY NOT WORK WITH EQUIPMENT USED BY OTHER ALARM COMPANIES OR MONITORING CENTERS.**

15. TERMINATION, DEFAULT; TITLE TO SYSTEM In the event you are not the owner of the premises, you warrant that you have obtained the written consent of the owner for the installation and removal of the System. You authorize us to investigate your credit record, and to report your payment performance under this Agreement to credit agencies and credit reporting services. If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled including, without limitation, the value of the work performed and the amount due to us for the unexpired term of the Agreement, including loss of profit. In addition we may impose a late charge on all payments for services that are more than ten (10) days past due, in the amount equal to ten dollars (\$10.00) or the maximum amount permitted by California law whichever is less. In no event shall Hoffman's failure to enforce this provision at any time be deemed to be a waiver by Hoffman to assert its rights created hereunder or to assess the late charge in the future. Unless you purchased the System from us (and the first box under Section 1 is checked), you acknowledge and agree the following: (A) This Agreement is a service agreement only and THE ENTIRE SYSTEM SHALL AT ALL TIMES REMAIN THE SOLE PROPERTY OF HOFFMAN. (B) Hoffman will not damage, encumber or dispose of the System or permit the System to be damaged, encumbered, taken from the premises, tampered with or repaired by any but our service personnel. (C) In the event of loss or damage to the System or any part thereof, you agree to pay us the System's reasonable replacement value or the cost of repair as the case may be. At the expiration of this Agreement or in the event of your default, you authorize us to enter your premises and to remove all or any portion of the System. (D) We may elect to abandon all or any portion of the System. (E) Removal of the System shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof, including, but not limited to, recovery of our loss of profit for any unexpired term of this Agreement. (F) You will return the System to us in good condition, reasonable wear and tear excepted. (G) You agree that installation of the System does not create a fixture to your premises. In the event you are not the owner of the premises, you warrant that you have obtained the written consent of the owner for the installation and removal of the System.

16. ASSIGNEES AND SUBCONTRACTORS. We may transfer or assign this Agreement to any other security company, financial institution or other entity. Upon an assignment to another security company, Hoffman will be relieved of any further obligations hereunder. You may not transfer this Agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair, monitoring and other services. This Agreement, and particularly sections 16 and 17, shall apply to the work and services they provide, and shall apply to them and protect our assignees and subcontractors in the same manner as it applies to and protects us.

17. CHANGES TO THE SYSTEM. If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. **YOU AGREE THAT YOU HAVE CHOSEN THE SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.**

18. HOFFMAN IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY. You understand that (a) we are not an insurer of your property or of the personal safety of persons in your premises; (b) you should provide any insurance on your premises and its contents; (c) the amount you pay to us is based only on the value of the System and services we provide and not on the value of your premises or its contents; (d) alarm systems and our monitoring and repair service may not always operate properly for various reasons; (e) it is difficult to determine in advance the value of the your property that might be lost, stolen or destroyed if the System or our service fails to operate properly; (f) a CCTV or access control system may not detect or prevent an unauthorized intrusion onto the premises or unauthorized activities (including criminal conduct) by persons on the premises; (g) it is difficult to determine in advance how fast the police or fire department or others would respond to an alarm signal; and (h) it is difficult to determine in advance what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System. Therefore, we agree that, even if a court decides that Hoffman's breach of this Agreement, a failure of the System, or our negligence, or a failure of the System, installation, monitoring, repair service, or other services caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to the lesser of \$250.00 or six (6) times the quarterly services fee, as liquidated damages and not as a penalty, and this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss. **YOU MAY OBTAIN A LIMITATION OF LIABILITY.** If you wish, you may obtain from us a limitation of liability for an additional periodic charge. If you elect this option, you will attach a rider to this Agreement which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that we are an insurer.

19. THIRD PARTY INDEMNIFICATION AND SUBROGATION. If anyone other than you, asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) Hoffman's breach of this Agreement or a failure of the System or services, (ii) our negligence, (iii) any other improper or negligent activity of ours in providing the System or services or (iv) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and that employee or subcontractor solely causes such harm or damages. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

20. LIMITATION ON LAWSUITS; REFERENCE. Both Hoffman and Subscriber agree that no law suit or any other legal proceeding connected with this Agreement shall be brought or filed more than two (2) years after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement, (other than actions brought by Hoffman in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in Merced, California, in accordance with the provisions of Section 638, et seq. of the California Code of Civil Procedure, or their successor section, which shall constitute the exclusive reference for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. A referee shall be appointed to sit as a temporary Judge with all of the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. That arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the California Code of Civil Procedure, as amended from time to time. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated.

or corrected on appeal to a court of competent jurisdiction for any such error. The arbitrator shall allocate all the costs of the arbitration, including fees of the arbitrator and reasonable attorney's fees of the prevailing party against the party who did not prevail. Judgment on the award may be entered in any court having jurisdiction.

21. INCREASE IN SERVICES FEE. Notwithstanding any other term or condition set forth herein, after the expiration of one (1) year from the date of completion of installation we may at any time and from time to time, but not more than once in any twelve (12) month period, increase the monthly services fee by a percentage not to exceed ten percent (10%) of the monthly services fee in effect immediately prior to the effective date of the increase, by giving you thirty (30) days prior written notice of the amount of the increase you agree to pay the same.

22. INFORMATION AND PRIVACY. You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monitor, record, store and, if necessary, disclose to third parties video and audio related to monitored activity at your location, as well as conversations with you, emergency services providers, and law enforcement personnel. You consent to such recording, storage, and disclosure on behalf of yourself and any minor children for whom you are the parent or legal guardian. You further agree and represent that you have or will have obtained consent to such recording, storage, and disclosure from any other individuals who live or work at, otherwise frequent, your premises, including consent on behalf of any minor children for whom such individuals are the parents or legal guardians. Further, you understand that privacy cannot be guaranteed on telephone, cable and computer systems, and we shall not be liable to you for any claims, loss, damages or costs which may result from a lack of privacy experienced. You consent to us (i) using information about you and your location (collectively, "information") to administer services, offer you new products or services enforce the terms of this agreement, prevent fraud and respond to regulatory and legal requirements, (ii) provide information, including information contained on your emergency information to law enforcement or fire service personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and (iii) using sharing aggregate customer information and statistics that do not include information that identifies you personally. Except as required to provide the services that you have selected we will not monitor your location. You further acknowledge and assume risks related to data security breaches and cybercrime, as a result of which information about you and your premises may be compromised, intercepted and/or used by third parties in a way that would compromise the security of your information, your safety and/or privacy, and the privacy and safety of persons and property on your premises.

23. ENTIRE AGREEMENT. The entire and only agreement between you and Hoffman is written in this Agreement. They replace any earlier oral or written understandings or agreements. They may only be changed by a written agreement signed by you and us. THEY MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY OUR SALES AGENT. If you have given or ever give us a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will govern and be controlling. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in force. You agree that this Agreement is performed in the state of California and shall be governed by the laws of California.

24. OUR LICENSES. ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826. CANCELLATION. [RESIDENT SYSTEMS ONLY] YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

HOFFMAN ELECTRONIC SYSTEMS

[Print Subscriber's Name]

By Phillip Meek Ace # 540072
(Sales Agent & Agent Reg #)

By _____

Management Approval

Date: _____

Date: _____, 20____

Type of Entity:

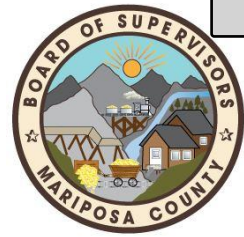
☐ Sole Proprietorship ☐ Partnership
☐ Corporation/LLC ☐ Other _____

THIS AGREEMENT WILL NOT BE BINDING UPON HOFFMAN UNTIL EITHER (i) APPROVED BY ONE OF OUR MANAGERS OR (ii) WE START THE INSTALLATION. IN THE EVENT OF NON-APPROVAL, OUR ONLY LIABILITY SHALL BE TO REFUND TO YOU THE AMOUNT THAT YOU PAID TO US UPON THE SIGNING OF THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT SUBSCRIBER MAY NOT RECEIVE A COPY OF THIS AGREEMENT APPROVED BY HOFFMAN'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT, IN ANYWAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT. THE CITY OR COUNTY IN WHICH YOUR BUSINESS IS LOCATED MAY REQUIRE THAT YOU OBTAIN A PERMIT FOR THE USE AND MONITORING OF THE SYSTEM. LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATIONS UNTIL ALL PERMITS OR LICENSES FOR USE OF THE SYSTEM HAVE BEEN OBTAINED, AND THEREFORE COMPANY MAY NOT BEGIN MONITORING UNTIL SUBSCRIBER HAS OBTAINED AT SUBSCRIBER'S EXPENSES ALL NECESSARY PERMITS OR LICENSES, AND PROVIDED COMPANY WITH THE LICENSE OR PERMIT NUMBER. SUBSCRIBER AGREES DIGITAL SIGNATURES AND ELECTRONIC TRANSMISSION OF DOCUMENTATION IS LEGALLY BINDING AND JUST THE SAME AS ORIGINAL WET PEN-AND-PAPER SIGNATURES.



MARIPOSA COUNTY

Public Works • 209-966-2498



D.18

RESOLUTION - ACTION REQUESTED 2022-538

MEETING: September 20, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve and Accept Grant Award and Budget Action from CalFire for Fire Prevention Equipment

RECOMMENDATION AND JUSTIFICATION:

Approve Grant Agreement 5GG21147 with Cal Fire for Fire Prevention Equipment in an Amount Not to Exceed \$220,000; Approve Budget Action Increasing Revenue and Expense Recognizing Unanticipated Revenue (\$220,000); and Authorize the Board of Supervisors Chair to Sign Any Agreements or Documents Pertaining to This Grant (Subject to Approval as to Legal Form by County Counsel).

This project will involve the purchase of an excavator with mulcher to be used by Mariposa Public Works to assist in completing wildfire prevention and fuels reduction along our roadways.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On February 1, 2022 Resolution 2022-81 the Board approved Public Work to submit an application for the California Climate Investments (CCI) through Cal Fire.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve, the county will lose the grant funding.

FINANCIAL IMPACT:

100% Grant funded

ATTACHMENTS:

Cal Fire Grant Agreement for fire equipment (PDF)

Budget Action - FY22-23 Fund 3300 Equip Purchases \$222,000 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Marshall Long, District III Supervisor

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

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

P.O. Box 944246
 SACRAMENTO, CA 94244-2460
 (916) 653-7772
 Website: www.fire.ca.gov



August 30, 2022

Shannon Hansen
 Mariposa County
 4639 Ben Hur Road
 Mariposa, CA 95338

5GG21147; Mariposa County, "Mariposa County Roadside Fuel Reduction Equipment Purchase"

This Agreement cannot be considered binding on either party until approved by appropriate authorized CAL FIRE designee. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. FAILURE TO RETURN ALL DOCUMENTS BY DATE BELOW MAY RESULT IN LOSS OF FUNDING.

Please contact Mike Keyser at (559) 706-8824 if you have questions concerning services to be performed.

1. ☒ Full grant agreement including terms and conditions, project grant application form, scope of work, budget, map, and other exhibits enclosed. Please sign, scan, and return the agreement to Satoshi Okuno at Satoshi.Okuno@fire.ca.gov no later than **September 29, 2022**.

Alternatively, you may opt to print (single sided), sign in blue ink, and return the agreement with original signature to:
 CAL FIRE
 Attn: Grants Management Unit/FP Grants
 P.O. Box 944246
 Sacramento, CA 94244-2460

In order to expedite your agreement, a scanned/electronic signature copy of the agreement is preferred.

2. ☐ Enclosed for your record is one fully executed copy of the agreement referenced above. When billing for services performed under this agreement, your invoices must reference the agreement number above and be submitted to the contract manager.

Thank you,

Satoshi Okuno
 Grants Analyst
 Grants Management Unit

CC: Mike Keyser
 Southern Region Grants
 Tiffany Kelly

Enclosures

Attachment: Cal Fire Grant Agreement for fire equipment (RES-2022-538 : Approve and Accept Grant Award and Budget Action from CalFire for

**State of California
Department of Forestry and Fire Protection (CAL FIRE)
Office of the State Fire Marshal
GRANT AGREEMENT**

APPLICANT: Mariposa County
PROJECT TITLE: Mariposa County Roadside Fuel Reduction Equipment Purchase
GRANT AGREEMENT: 5GG21147

PROJECT PERFORMANCE PERIOD is from date of latter signature by CAL FIRE Deputy Director or Grantee through March 15, 2026.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

PROJECT DESCRIPTION: The Mariposa County Roadside Fuel Reduction Equipment Purchase project will involve the purchase of equipment to be used to assist in completing wildfire prevention and fuels reduction projects to reduce the fuel load countywide through mastication and brushing of public roads. The SRA in Mariposa County is approximately 443,350 acres with approximately 5,000 habitable structures.

Total State Grant not to exceed **\$ 220,000.00** (or project costs, whichever is less).

**The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

Mariposa County

**STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION**

Applicant

By

Signature of Authorized Representative

By

Title

Title: **Daniel Berlant, Deputy Director**

Date

Date

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER 5GG21147	PO ID	SUPPLIER ID 0000028196
FUND 3228	FUND NAME Greenhouse Gas Reduction Fund	
PROJECT ID N/A	ACTIVITY ID N/A	AMOUNT OF ESTIMATE FUNDING \$ 220,000.00
GL UNIT N/A	BUD REF 101	ADJ. INCREASING ENCUMBRANCE \$ 0.00
PROGRAM NUMBER 2470010	ENY 2021	ADJ. DECREASING ENCUMBRANCE \$ 0.00
ACCOUNT 5340580	ALT ACCOUNT 5340580000	UNENCUMBERED BALANCE \$ 220,000.00
REPORTING STRUCTURE 35405909	SERVICE LOCATION 96190	

Acknowledged - I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

Certification of CAL FIRE Accounting Officer

Date

GRANT NUMBER 5GG21147
Mariposa County

Mariposa County Roadside Fuel Reduction Equipment Purchase

TERMS AND CONDITIONS OF GRANT AGREEMENT

I. RECITALS

1. This Agreement, is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as "STATE" and, Mariposa County, hereinafter referred to as "GRANTEE".
2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed Two Hundred Twenty Thousand Dollars (\$220,000.00).
3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.
 - a. California Climate Investments Department of Forestry and Fire Protection Fire Prevention Program Procedural Guide FY 2020-2021 and FY 2021-2022
 - b. The submitted Application, Scope of Work, Project Budget Workbook, GHG Emissions Workbook and Exhibits
 - c. ADDENDUM – CALIFORNIA CLIMATE INVESTMENTS (CCI) GRANT PROJECTS

II. SPECIAL PROVISIONS

1. Recipients of GRANT FUNDS pursuant to California Public Resources Code Section 4124.5 shall abide by the provisions in this Agreement. This includes the requirement that work shall not commence prior to the execution of this Agreement by both parties. Any work started prior to the execution of this Agreement will not be eligible for funding under the terms of this Agreement.
2. As precedent to the State's obligation to provide funding, GRANTEE shall provide to the STATE for review and approval a detailed budget, specifications, and project description. Approval by the STATE of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work, and shall not relieve GRANTEE of the obligation to carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
3. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California's natural environment produced with the use of GRANT FUNDS shall be available for public use.

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Mariposa County

Mariposa County Roadside Fuel Reduction Equipment Purchase

III. GENERAL PROVISIONS

1. Definitions

- a. The term "Agreement" means grant agreement number 5GG21147.
- b. The term "GRANT FUNDS" means the money provided by the STATE to the GRANTEE in this Agreement.
- c. The term "GRANTEE" means an applicant who has a signed Agreement for the award for GRANT FUNDS.
- d. The term "Other Sources of Funds" means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.
- e. The term "STATE" means the State of California, Department of Forestry and Fire Protection (CAL FIRE).
- f. The term "Project" means the development or other activity described in the "Project Scope of Work".
- g. The term "Project Budget Detail" as used herein defines the approved budget plan.
- h. The term "Project Scope of Work" as used herein means the individual scope of work describing in detail the approved tasks.

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Mariposa County

Mariposa County Roadside Fuel Reduction Equipment Purchase

2. Project Representatives

The project representatives during the term of the agreement will be:

STATE: CAL FIRE	GRANTEE: Mariposa County
Section/Unit: MMU - Madera	Section/Unit: N/A
Attention: Mike Keyser	Attention: Shannon Hansen
Mailing Address: 3566 Highway 49 North Mariposa, CA 95338	Mailing Address: 4639 Ben Hur Road Mariposa, CA 95338
Phone Number: (559) 706-8824	Phone Number: (209) 966-5356
Email Address: michael.keyser@fire.ca.gov	Email Address: shansen@mariposacounty.org

Changes to the project representatives during the term of the agreement shall be made in writing. Notice shall be sent to the above representative for all notice provisions of this Agreement.

3. Project Execution

- a. Subject to the availability of grant monies, the STATE hereby grants to the GRANTEE a sum of money (GRANT FUNDS) not to exceed the amount stated on Section I. RECITALS, Paragraph 2 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
- b. GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any amendment to the Project as set forth in the Application on file with the STATE must be submitted to the STATE for approval in writing. No amendment is allowed until written approval is given by the STATE.
- c. GRANTEE shall complete the Project in accordance with the time of Project performance set forth in this Agreement, unless an amendment has been approved and signed by the STATE under the terms and conditions of this Agreement. Amendments must be requested in advance and will be considered in the event of circumstances beyond the control of the GRANTEE, but in no event less than 90 days from the Agreement expiration date and in no event less than 60 days before the effective date of the amendment. Approval of amendment is at the STATE's discretion.

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Mariposa County
Mariposa County Roadside Fuel Reduction Equipment Purchase

- d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.
- e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within one (1) year from start date of the Agreement. The start date is considered the latter date of signature by the Grantee Authorized Representative or CAL FIRE Deputy Director. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and marking property or project boundaries, contacting and signing up landowners, etc.).
- f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
- g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE. No person who, as an officer, employee, or agent of the state participated in the preparation or creation of or determination to award this Grant Agreement shall serve as an agent or employee of GRANTEE including but not limited to those acts prohibited by Government Code Sections 1090, and 87100.

4. Project Costs and Payment Documentation

- a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.
- b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates specified herein,

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Mariposa County Roadside Fuel Reduction Equipment Purchase

which is attached hereto, as Final Project Budget Detail, and made a part of this Agreement.

- c. Equipment purchased using GRANT FUNDS, wholly or in part, must be used by the GRANTEE for the project which it was acquired. STATE retains a vested interest in the equipment for the useful life of the equipment, even after completion of the grant. GRANTEE shall provide written disposition of the equipment upon completion of the grant and upon any changes to the disposition of the equipment. Such disposition must be approved in advance by STATE. Equipment purchased using GRANT FUNDS cannot be used as collateral, financed, or sold without prior written approval from the STATE.
- d. GRANTEE shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), appropriate supporting documentation, project progress reports, and the signature of an authorized representative of GRANTEE as detailed in the Invoice Guidelines of the California Climate Investments Department of Forestry and Fire Protection Fire Prevention Program Procedural Guide FY 2020-2021 and FY2021-2022.
- e. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project performance period of this Agreement.
- f. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Project Budget Detail approved by the STATE. The dollar amount of an item in the Project Budget Detail may be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from another item or items, without approval by the STATE; however, GRANTEE shall notify the STATE in writing in project progress reports when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget item must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.
- g. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.

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Mariposa County

Mariposa County Roadside Fuel Reduction Equipment Purchase

- h. GRANTEE shall submit each invoice for payment electronically to both the appropriate CAL FIRE Project Representative as identified in Item 2 and Southern Region Email Address (SouthernRegionGrants@fire.ca.gov). Hard copy submissions will not be accepted.
- i. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment from the grant awarded to the GRANTEE if GRANTEE is a nonprofit organization, a local agency, a special district, a private forest landowner or a Native American tribe. Advance payment made by the STATE shall be subject to the following provisions.
 - GRANTEE shall submit a written request identifying how funds will be used over a six-month period. The written request must be accompanied by an invoice that contains the same level of detail as a regular invoice.
 - GRANTEE shall file an accountability report with STATE four months from the date of receiving the funds and every four months thereafter.
 - Multiple advance payments may be made to a GRANTEE over the life of a project.
 - No single advance payment shall exceed 25% of the total grant amount and must be spent on eligible costs within six months of the advance payment request. GRANTEE may request additional time to spend advance funds but must be approved in writing by the STATE. The balance of unspent advance payment funds not liquidated within the six-month spending period will be billed for the return of advanced funds to the STATE.
 - All work under a previous advance payment must be fully liquidated via an invoice and supporting documentation and completed to the STATE's satisfaction before another advance payment will be made.
 - Any advance payment received by a GRANTEE and not used for project eligible costs shall be returned to CAL FIRE. The amount will be returned to the grant balance.
 - Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and used toward offsetting the project cost or returned to the STATE.

5. Budget Contingency Clause

- a. If STATE funding for any fiscal year is reduced or deleted for purposes of the Fire Prevention Program California Climate Investments Grant Program, the STATE shall have the option to either cancel this Agreement

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with no liability occurring to the STATE, or if possible and desirable, offer an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.

6. Project Administration

- a. GRANTEE shall provide the STATE a written report showing total final Project expenditures and matching funds upon Project completion or grant expiration, whichever occurs first. GRANTEE must report to the STATE all sources of other funds for the Project. If this provision is deemed to be violated, the STATE will request an audit of GRANTEE and can delay the disbursement of funds until the matter is resolved.
- b. GRANTEE shall promptly submit written Project reports as the STATE may request throughout the term of this Agreement.
- c. GRANTEE shall submit a final accomplishment report, final invoice with associated supporting documentation, and copies of materials developed using GRANT FUNDS, including but not limited to plans, educational materials, etc. within 30 days of Project completion.

7. Financial Records

- a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit occurs, all such records shall be retained for one (1) year from the date is audit is completed or the three (3) years, whichever date is later.
- b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.
- c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.
- d. GRANTEE shall use any generally accepted accounting system.

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8. Research

- a. GRANTEE that receives funding, in whole or in part, in the form of a research grant shall provide for free public access to any publication of a peer-reviewed manuscript describing STATE funded knowledge, STATE funded invention, or STATE funded technology shall be subject to the following conditions:
 - i. GRANTEE is responsible for ensuring that any publishing or copyright agreements concerning peer-reviewed manuscripts fully comply with this section
 - ii. GRANTEE shall report to STATE the final disposition of the peer-reviewed manuscript, including, but not limited to, if it was published, date of publication, where it was published, and, when the 12-month time period from official date of publication expires, where the peer-reviewed manuscript will be available for open access.
- b. For a peer-reviewed manuscript that is accepted for publication pursuant to the terms and conditions of this Agreement, the GRANTEE shall ensure that an electronic version of the peer-reviewed manuscript is available to STATE and on an appropriate publicly accessible repository approved by the state agency, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, the California State University's ScholarWorks at the Systemwide Digital Library, or PubMed Central, to be made publicly available not later than 12 months after the official date of publication. GRANTEE shall make reasonable efforts to comply with this requirement by ensuring that the peer-reviewed manuscript is accessible on an approved publicly accessible repository, including notifying the state agency that the manuscript is available on a state-agency-approved repository. If the grantee is unable to ensure that his or her manuscript is accessible on an approved, publicly accessible repository, the grantee may comply by providing the manuscript to the state agency not later than 12 months after the official date of publication.
- c. For publications other than those described in (b), including scientific meeting abstracts, GRANTEE shall comply by providing the manuscript to the STATE not later than 12 months after the official date of publication.
- d. The grant shall not be construed to authorize use of a peer-reviewed manuscript that would constitute an infringement of copyright under the federal copyright law described in Section 101 of Title 17 of the United States Code and following.
- e. Use of GRANT FUNDS for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution are

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allowable costs but must be within the GRANT FUNDS and item 4 of the agreement.

- f. GRANTEE may request a waiver to the publication requirement if GRANTEE has an existing publication requirement that meets or exceeds the requirements of the research provision. Waiver shall include information on GRANTEE's existing requirements. Approval of the waiver is at STATE's discretion.

9. Project Termination

- a. This Agreement may be terminated by the STATE or GRANTEE upon 30-days written notice to the other party.
- b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further costs to the STATE under the Agreement and the STATE shall be responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
- c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.
- d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE. At the discretion of the STATE, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
- e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.

10. Hold Harmless

- a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This

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Mariposa County Roadside Fuel Reduction Equipment Purchase

Agreement supersedes GRANTEE's right as a public entity to indemnify (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.

- b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.
- c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.

11. Tort Claims

FEDERAL:

The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

STATE:

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California employees while acting within the scope of his or her employment, arising out of this Agreement.

12. Nondiscrimination

The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. GRANTEE shall not discriminate against any person on any of these bases.

13. Conflict of Interest

GRANTEE or anyone acting on behalf of GRANTEE shall not have any conflicting personal and/or financial interests in carrying out the duties of the Agreement.

14. Incorporation

GRANT NUMBER 5GG21147
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Mariposa County Roadside Fuel Reduction Equipment Purchase

The grant guidelines and the Project Scope of Work, Project Budget Detail and any subsequent amendments or modifications to the Project Scope of Work and Project Budget Detail approved in writing by the STATE are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

15. Severability

If any provision of this Agreement or the Project Scope of Work thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

16. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

17. Assignment

This Agreement is not assignable by GRANTEE either in whole or in part.

GRANT NUMBER 5GG21147
Mariposa County

Mariposa County Roadside Fuel Reduction Equipment Purchase

ADDENDUM – CALIFORNIA CLIMATE INVESTMENTS (CCI) GRANT PROJECTS

I. SPECIAL PROVISIONS

1. Grant funds shall be used on projects with the primary goal of reducing greenhouse gases (GHGs) and furthering the purposes of California's Global Warming Solutions Act of 2006, Division 25.5 (commencing with Section 38500) of the Health and Safety Code, and related statutes.
2. Grant funds shall be used on projects limited to specific activities as described in CCI Grants Procedural Guides.
3. Grantee shall report project and benefits information when requested by the State. This may include, but is not limited to, funding expended, acres treated, GHG emissions, trees planted, disadvantaged community benefits, energy/water savings, job creation, and other co-benefits.
4. Grantee shall maintain accurate and detailed records documenting project description, project location, and schedule, CCI dollars allocated, and leveraged funds throughout the duration of the project.
5. Failure of Grantee to meet the agreed upon terms of achieving required GHG reduction may result in project termination and recovery of funds.

II. MONITORING AND REPORTING REQUIREMENTS

All funds expended through CCI are subject to emissions reporting and requirements. Grantee is expected to provide the appropriate materials for completing program quantification methodology. Grantee shall use the current reporting template provided by the STATE. The reporting shall be submitted to the STATE no less frequently than quarterly. In addition, STATE may request additional information in order to meet current CARB reporting requirements. The requirements are available on the CARB CCI Quantification, Benefits and Reporting Materials webpage:

<https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials>.

GRANT NUMBER 5GG21147

Mariposa County

Mariposa County Roadside Fuel Reduction Equipment Purchase

III. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

1. All projects funded both fully and partially by the GGRF must clearly display, identify and label themselves as being part of the “California Climate Investments” program. The acknowledgement must contain the California Climate Investments and CAL FIRE logos as well as the following statement:

“Funding for this project provided by the California Department of Forestry and Fire Protection’s Fire Prevention Program as part of the California Climate Investments Program.”

A draft of the acknowledgement must be approved by the STATE prior to publication. For stationary projects, acknowledgement may include, but is not limited to, a sign on the project site. For other project types, such as vehicles, equipment, and consumer-based incentives, acknowledgement is encouraged by using a decal, sticker or other signage.

Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at:

www.caclimateinvestments.ca.gov/logo-graphics-request.

2. In addition, all projects funded both fully and partially by GGRF must contain the following statement in public announcements or press releases on said projects:

“Mariposa County Roadside Fuel Reduction Equipment Purchase, is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment— particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov.”

California Department of Forestry and Fire Protection (CALFIRE)
 California Climate Investments
 Fire Prevention Program Grant Application
 Fiscal Year 2021-22 Funding Opportunity



Please request a Project Tracking # for each separate application by following the instructions in the 2021-22 [California Climate Investments](#) (CCI) Grant Guidelines on the [Fire Prevention Grants Web Page](#). Submit the application and all supporting materials to the SharePoint folder assigned to your tracking number no later than 3:00pm PT on February 9, 2022. Up to \$120 million is being allocated to CAL FIRE's Fire Prevention Grants Program in Fiscal Year 2021-2022 from the CCI Greenhouse Gas Reduction Fund (GGRF) and General Fund.

Please note: Items marked in red are required.

1. Project Tracking #: 21-FP-MMU-0204

Project Name/Title: Mariposa County Roadside Fuel Reduction Equipment Purchase

County: Mariposa

CAL FIRE Unit/Contract County: MMU - Madera-Mariposa-Merced Unit

(Please use this 3-letter Unit Identifier for file naming. See item 14.)

CalMAPPER ID:

(If you have an existing CalMAPPER ID related to the project please supply it in the appropriate box. If you do not have an existing CalMapper ID, it is NOT required.)

2. Organization Type: County If Other, please specify:

If Non-Profit, are you a registered 501(c)(3)? ☐ Yes ☐ No

3. Sponsoring Organization: Mariposa County

Project Manager Title: Director of Public Works and Transportation

First Name: Shannon Last Name: Hansen

Address Line 1: 4639 Ben Hur Road

Address Line 2:

City: Mariposa State: California Zip Code: 95338

Phone Number: (209) 966-5356 Secondary Phone Number:

Email Address: shansen@mariposacounty.org Fax Number:

Tracking #: 21-FP-MMU-0204

Page 1 of 5

Project Name: Mariposa County Roadside Fuel Reduction Equipment Purchase

4. For which primary activity is funding being requested? **Hazardous Fuels Reduction**

5. Project Completion Date:

If your project is expected to be completed earlier than March 15, 2026, please include a date here. Otherwise, leave blank. Please use MM/DD/YYYY format.

6. **Timber Harvest Plans:** For fuel reduction projects, is there a timber harvesting document on any portion of the proposed project area for which a "Notice of Completion" has not been filed with CAL FIRE?

☐ If checked, provide the THP identification number and describe the relationship to the project in the attached Scope of Work document.

THP ID Number:

7. **Community at Risk:** Is the project associated with a community that is listed as a Community at Risk? See the list of [Communities at Risk](#) on the Office of the State Fire Marshal web page.

☒ Yes

☐ No

Number of Communities in the project area: **15**

8. **Disadvantaged/Low Income Community:** Is the project associated with a low-income community that is listed as a Community at Risk? See the information on [Priority Population Investments](#) on the California Air Resources Board web page.

☒ Yes

☐ No

If Yes, select all that applies:

☐ Disadvantaged

☒ Low Income

☐ Both

☐ Buffer Zone

Tracking #: 21-FP-MMU-0204

Page 2 of 5

Project Name: Mariposa County Roadside Fuel Reduction Equipment Purchase

9. Federal Responsibility Area: Does your project/activity include work on Federal Lands that might require a National Environmental Policy Act (NEPA) document, or use a framework similar to Good Neighbor Authority?

☐ Yes

☐ No

If Yes, please select all that apply:

☐ Good Neighbor Authority

☐ National Environmental Policy Act

Does your project/activity include work on Tribal Lands:

☐ Yes

☐ No

If yes, how many acres?

10. Project Area Statistics: For all projects, provide an estimate of the Project Influence Zone (PIZ) acres and the Treatment Influence Zone (TIZ) acres.

PIZ - The Project influence Zone (PIZ) is the broad geographic area encompassing the neighborhoods or communities that the grant proposal is designed to protect with fuel reductions, public education, or planning activities. This can be the sum of all treatment areas or could include a buffer area around the planning/public education target. Please keep the PIZ from encompassing an overly large area, unless benefits are clearly defined in the Scope-of-Work.

TIZ - Treatments are areas within a PIZ, where on-the-ground activities are accomplished (e.g. hazard fuel reductions, shaded fuel breaks, masticating, etc.). There can be multiple discrete Treatment areas associated with a PIZ. Some projects (e.g. Planning & Public Education) may NOT have treatment areas.

	LRA	FRA	SRA
Project Influence Zone (PIZ)		492,257.00	443,350.00
Treatment Influence Zone (TIZ)			500.00

Tracking #: 21-FP-MMU-0204

Page 3 of 5

Project Name: Mariposa County Roadside Fuel Reduction Equipment Purchase

- 11. Project Budget:** Please include a discussion of the project budget in the Scope of Work and enter the total Amount of award requested below.

Budget Item	Amount
Grant Funding Requested (\$)	220,000.00

- 12. CEQA Compliance:** Describe how compliance with the California Environmental Quality Act (CEQA) will be achieved in the Scope of Work. Is there an existing (CEQA) document that addresses this project or can be used to meet CEQA requirements?

Please indicate the CEQA document type (For planning, education and other projects that are exempt from CEQA, select "Not Applicable"):

Not Applicable

Document Identification Number:

- 13. Have you applied for or received any other CAL FIRE Grants for this project?**

☐ Yes

☒ No

If yes, please identify the other CAL FIRE grant program and how the additional grant will be or is being applied to this project.

Tracking #: 21-FP-MMU-0204

Page 4 of 5

Project Name: Mariposa County Roadside Fuel Reduction Equipment Purchase

14. Application Submission:

Note to Applicant: If you modify the language contained in any part of this document, other than to fill in the blanks or to provide requested information, your application **will be rejected**.

Use the table below as a tool to make sure you have all documents ready prior to submitting the application.

Replace "XXXX" in the file name with the project's ID Number. Replace "UUU" in the file name with the 3-letter identifier for the Unit where the project is located. Unit identifiers are listed in the instructions for this application form.

Attachments	File Name
☒ Application Form (.pdf)	21-FP-MMU-0204-Application.pdf
☒ Scope of Work (.doc)	21-FP-MMU-0204-SOW.doc
☒ Project Budget (.xls)	21-FP-MMU-0204-Budget.xls
☒ Project Map (.pdf)	21-FP-MMU-0204-MAP.pdf
☐ Articles of Incorporation (.pdf) - Applies to Non-Profits only	21-FP-MMU-0204-AOI.pdf
☒ Mapping	Create a Geo Point & Polygon web link

I certify that the above and attached information is true and correct:



Original Signature Required: Grantee's Authorized Representative

02/09/2022

Date Signed

Shannon Hansen

Printed Name

Director

Title

Executed on: 2/9/22

Date

at

Mariposa, CA

City

Please fill out this form completely. Be sure to save a copy of this form and all attachments for your records. Submit the application and all supporting materials to the SharePoint folder assigned to your tracking number **no later than 3:00pm PT on February 9, 2022**. Please submit the documents as early as possible to avoid unanticipated issues. **Applications submitted or modified in the SharePoint folder after this date will be considered late.** Access to SharePoint after the due date may be revoked.

Tracking #: 21-FP-MMU-0204

Page 5 of 5

Project Name: Mariposa County Roadside Fuel Reduction Equipment Purchase



California Department of Forestry and Fire Protection
(CAL FIRE) California Climate Investments
Fire Prevention Grants Program
Project Scope of Work



Project Name: Mariposa County Roadside Fuel Reduction Equipment Purchase

Project Tracking Number: 21-FP-MMU-0204

Project Description Summary: Please provide a paragraph summarizing proposed project including the location, habitable structures, acres treated, etc.

This project will involve the purchase of a Case CX80C Excavator with a Fecon Mulcher Head FMX50 to be used by the Mariposa County Public Works Department to assist in completing wildfire prevention and fuels reduction projects. The State Responsible Area (SRA) in Mariposa County is approximately 443,350 acres with approximately 5,000 habitable structures. Mariposa Public Works maintains 560 centerline miles of roadway and has limited mechanical means of thinning roadside vegetation & removing hazardous dead or dying vegetation. Roadside ignitions are a major issue in this area. Purchasing this equipment will reduce the total amount of wildfire by providing the means to complete projects quickly & efficiently. This project will reduce the fuel load countywide and ensure proper maintenance of roads. Limiting fuel sources will directly reduce the amount of wildfire. Further, these roads will allow for CALFIRE faster response and reduce wildfire spreading.

A. Scope of Work

This item is broken into project specific criteria depending on the type of project being proposed: Wildfire Prevention Planning, Wildfire Prevention Education or Hazardous Fuels Reduction. Please **answer one section of questions** that pertain to the primary activity type for your project.

Section 1: Hazardous Fuels Reduction

1. Describe the geographic scope of the project, including an estimate of the number of habitable structures and the names of the general communities that will benefit.

The purchased equipment would be used on all publicly maintained roads throughout the County including roads where the County has maintenance agreements with the Forest Service and Bureau of Land Management. Reducing fuels around the High Fire Severity Risk communities of Bootjack, Coulterville, El Portal, Fish Camp, Foresta, Greeley Hill, Hunters Valley, Jerseydale, Lush Meadows, Mariposa, Midpines, Mormon Bar, Ponderosa Basin, Wawona, Yosemite West will protect assets at risk, as well as provide increased protection to approximately 5,000 residential housing units in the County.

2. Describe the goals, objectives, and expected outcomes of the project.

The primary goal of the project is to purchase specialized heavy equipment that is necessary for the County to complete various fuels reduction projects. The

purchased equipment will mainly be used to improve emergency ingress and egress along public roads and brush vegetation back for breaks. The project will purchase a Case CX80C Excavator with mulcher attachment.

The expected outcome from this purchase is to provide the County with the equipment necessary to successfully complete maintenance, fuel reduction, and fire prevention projects. The excavator will allow for the proper maintenance of public roads to ensure that they remain passable for emergency ingress and egress. This maintenance will protect the life and safety of first responders and trail users by allowing safe access for fire fighters and engines to remote areas to fight fires and conduct remote rescue operations. Maintenance of these roads also helps reduce erosion, runoff and sedimentation of local streams.

The newly purchased equipment will be handled, maintained, and stored by Mariposa County. The equipment will be stored at the County Yard, 4639 Ben Hur Road, Mariposa CA.

3. Provide a clear rationale for how the proposed project will reduce the risks associated with wildfire to habitable structures.

The purchased equipment will be solely used to masticate and brush public roads. The County's roads are narrow and mountainous. They are critical for emergency egress and are often the only way in and out of the SRA. The reduction of the vegetation will not only improve emergency access but will also help create fuel breaks along roads and reduce the fuel load around densely packed homes and increase defensible space. This fuel reduction project by the County will also improve visibility allowing for faster response and ingress time and will help to reduce a structure fire from spreading and threatening additional structures and communities.

4. Identify any additional assets at risk to wildfire that will benefit from the proposed project. These may include, but are not limited to, domestic and municipal water supplies, power lines, communication facilities and community centers.

The roads brushed with this equipment provides access into the SRA for wildfire response, land management and utility operations. These roads lead to powerlines and utility stations owned and operated by PG&E, and communication facilities owned and operated by the Mariposa County Sheriff's Department, as well as others. The road maintenance provided by the project will mitigate fuel sources for wildfire and will ensure that access is available to fire crews thereby reducing the risks to all additional assets listed above.

5. How will the project/activity utilize the left-over woody biomass? Will the project/activity use a biomass facility to reduce greater greenhouse gas emissions?

Project Tracking Number: 21-FP-MMU-0204

The biomass created from the fuel reduction projects are either lopped and scattered or chipped onsite. Mariposa County is remote and not able to collect the green waste for use in bioenergy.

B. Degree of Risk

1. Discuss the location of the project in relation to areas of moderate, high, or very high fire hazard severity zone as identified by the latest Fire and Resource Assessment Program maps. Fire hazard severity zone maps by county can be accessed at: http://www.fire.ca.gov/fire_prevention/fire_prevention_wildland_zones_maps.php

Approximately half of the land area in Mariposa County is National Park or National Forest. It is mountainous, forested terrain with small communities scattered throughout. The CALFIRE Priority Landscapes – Wildfire Risk to Communities Risk map shows 15 communities at High and Very High risk of wildfire.

2. Describe the geographic proximity of the project to structures at risk to damage from wildfire. (Please type in blank space below. Please note there is no space limitations).

Equipment purchased with this grant would be used to maintain and improve public roads that tie into existing strategic fuel breaks and treatments designed to protect communities in the WUI, and to create and maintain additional breaks. A large proportion of Mariposa County's approximately 17,000 residents live in the WUI and are at a high and very high risk of wildfire.

C. Community Support

1. Does the project include any matching funds from other funding sources or any in-kind contributions that are expected to extend the impact of the proposed project?

Matching will come from Mariposa County in the form of grant administration, purchasing of equipment, and equipment maintenance and upkeep.

2. Describe plans for external communications during the life of the project to keep the effected community informed about the goals, objectives, and progress of the project. Activities such as planned press releases, project signage, community meetings, and field tours are encouraged.

If the Grant is awarded, the County's partners will be informed of the new purchase and potential uses on their lands. The Mariposa County Board of Supervisors

Project Tracking Number: 21-FP-MMU-0204

formed a Fire Advisory Committee, chaired by Mariposa County Fire, with published agendas and public meetings to keep the public informed about fire prevention efforts. This equipment will be a part of the regular communications.

3. Describe any plans to maintain the project after the grant period has ended.

The County will maintain all equipment purchased through the grant in perpetuity. A portion of the Public Works budget will be made available for the upkeep and cleaning of the equipment once the grant period has ended.

4. Does the proposed project work with other organizations or agencies to address fire hazard reduction at the landscape level?
(Please type in blank space below. Please note there is no space limitations).

Public Works will work closely with the Mariposa County Fire Dept. in the construction of strategic fire defense systems. Public Works will work with the Fire Advisory Committee, as well as other stakeholder groups and agencies to address fire hazard reduction at the landscape level.

D. Project Implementation

1. Discuss the anticipated timeline for the project. Make sure to take seasonal restrictions into account.

There are no seasonal restrictions on equipment purchases. Once the grant is received, the piece of equipment will be ordered.

2. Verify the expected time frames to complete the project will fall under the required completion dates depending on the source of the funds awarded.

Timeframe for delivery is dependent on the manufacturer and inventory available. The requisition will be completed before March 15, 2026.

3. Using bullets, list the milestones that will be used to measure the progress of the project.

Milestones for this project will include prioritization and identification of areas needing treatment annually, mobilization, completion of treated areas, GPS mapping of the treatments, and entry in a GIS database.

4. Using bullets, list the measurable outcomes (i.e., project deliverables) that will be used to measure the project's success.

Project Tracking Number: 21-FP-MMU-0204

The deliverable used to measure the project's success will be when the equipment is made available to County crews for use. Acres treated and hours of operation of the equipment will be tracked annually.

5. If applicable, how will the requirements of the California Environmental Quality Act (CEQA) be met?

CEQA process is not applicable for equipment purchase. There is no environmental footprint.

6. Are there any existing forest or land management plans; Conservation Easements; Covenant, Conditions & Restrictions (CC&R's); matters related to zoning; use restrictions, or other factors that can or will limit the wildfire prevention proposed activity?
(Please type in blank space below. Please note there is no space limitations).

There are no restrictions. Work will occur on public right-of-way controlled by the County.

E. Administration

1. Describe any previous experience the project proponent has with similar projects. Include a list of recent past projects the proponent has successfully completed if applicable. Project proponents having no previous experience with similar projects should discuss any past experiences that may help show a capacity to successfully complete the project being proposed. This may include partnering with a more experienced organization that can provide project support.

Mariposa County has significant experience in receiving and carrying out State and Federal grants and is also compliant with federal statutes and OMB regulations that require a single audit annually. The County manages its fleet effectively and will include this piece of equipment in our ongoing program of equipment use and maintenance.

2. Identify who will be responsible for tracking project expenses and maintaining project records in a manner that allows for a full audit trail of any awarded grant funds.
(Please type in blank space below. Please note there is no space limitations).

The Director of Public Works and Transportation will be responsible for tracking all grant expenses, reporting requirements, and record keeping for audit purposes. Public Works will work internally with the Finance Department to ensure that financial records are kept in a manner that allows for a full audit trail.

Project Tracking Number: 21-FP-MMU-0204

F. Budget

A detailed project budget should be provided in an Excel spreadsheet attached to this grant application. The space provided here is to allow for a narrative description to further explain the proposed budget. (Please type in blank space below. Please note there is no space limitations).

1. Explain how the grant funds, if awarded, will be spent to support the goals and objectives of the project. If equipment grant funds are requested, explain how the equipment will be utilized and maintained beyond the life of the grant.

The funds spent to purchase the equipment is in the attached spreadsheet. Mariposa County will budget yearly for the maintenance and upkeep of the equipment, which will be done inhouse by County mechanics. The County will maintain the equipment in perpetuity.

2. Are the costs for each proposed activity reasonable for the geographic area where they are to be performed? Identify any costs that are higher than usual and explain any special circumstances within the project that makes these increased costs necessary to achieve the goals and objectives of the project.

Mariposa County researched a variety of equipment options and retailers and identified the best equipment at the best price to meet the strategic needs of the organization. Proposed costs are reasonable for the geographic area.

3. Is the total project cost appropriate for the size, scope, and anticipated benefit of the project?

The purchase of this equipment will ultimately benefit 17,000 residents and the budget has been proportioned to be the most efficient use of funds. The benefit to the communities will be the successful completion of fire prevention, fuel reduction, and maintenance projects by the County throughout all County-maintained roads.

4. Using bullets please list each object category amount that you are requesting and the detail of how that would support meeting the grant objectives.

Equipment: \$220,000.00

Case CX80C Excavator
 Dozer Blade
 Arm/Dipperstick -7'-2" Arm
 Track Shoes- 18" Rubber Tracks
 Auxiliary Hydraulics
 Control Pattern Selection
 Rear View Camera
 Coupler
 Buckets
 Mulcher – Fecon Mulcher Head FMX 50

G. California Climate Investments

The space provided here is to allow for a narrative description to further explain how the project/activity will reduce Greenhouse Gas emissions. (Please type in blank space below. Please note there is no space limitations).

1. How will the project/activity reduce Greenhouse Gas emissions?

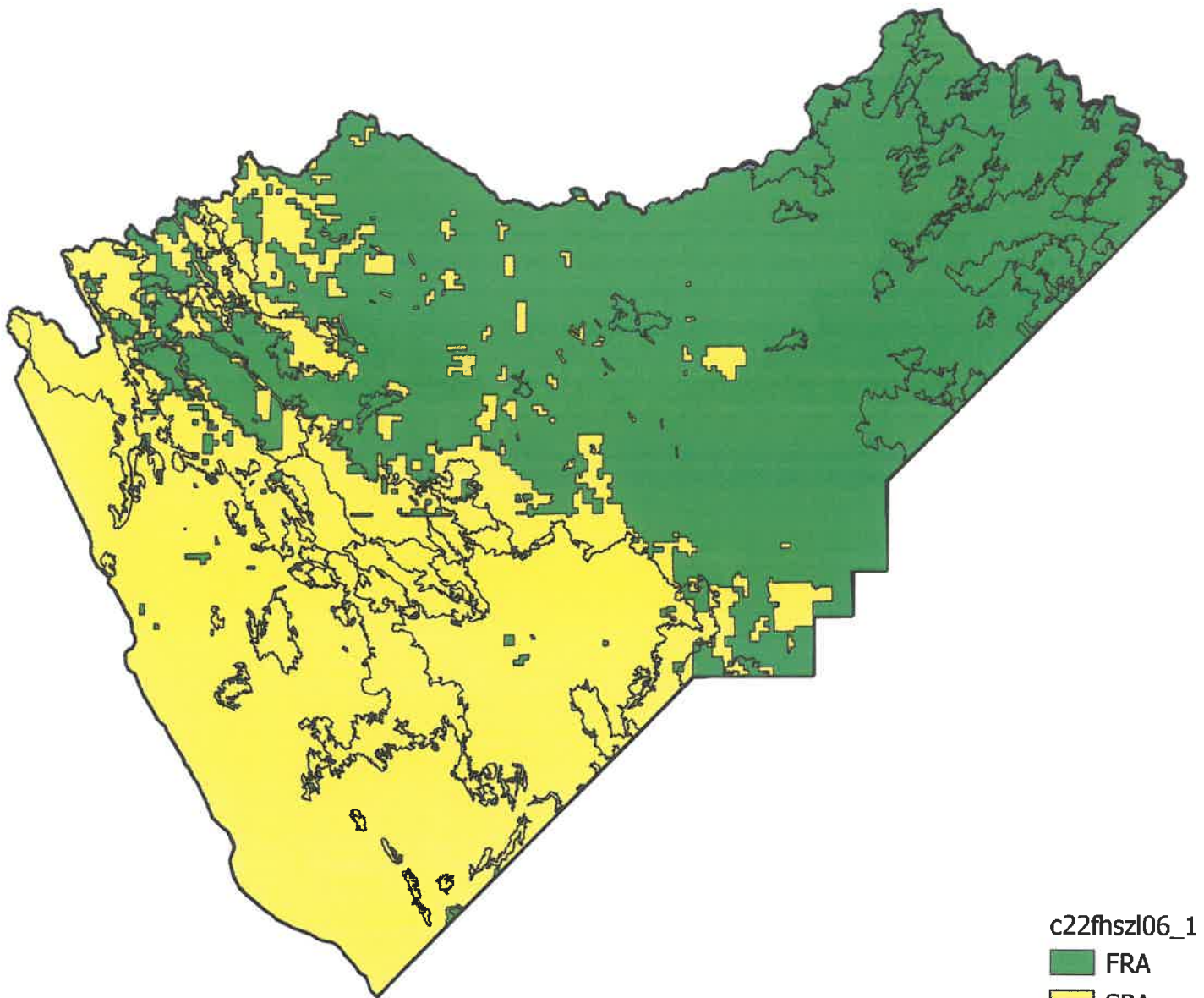
By completing fuel reduction, maintenance and road brushing projects, the County will be able to respond more efficiently to vegetation fires, thus reducing the size and environmental impact of a wildfire, as well as reducing the Greenhouse Gas emissions emitted by the wildfire. Brushing vegetation back along roadways also helps to create a modified fuel break along all roads, which allows safe access to wildfires and helps to slow and/or stop wildfire spread. Responding more effectively to wildfires will reduce Greenhouse Gas emissions by allowing units to arrive sooner to a more exact location and being able to suppress more efficiently.

Project Name: Mariposa County Roadside Fuel Reduction Equipment Purchase

Packet Pg. 341

MARIPOSA COUNTY ROADSIDE FUEL REDUCTION EQUIPMENT PURCHASE

21-FP-MMU-0204



***GRANT EQUIPMENT WILL BE USED COUNTYWIDE ON ALL PUBLICLY MAINTAINED ROADS**

BUDGET ACTION FORM

[illegible]

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.

JUSTIFICATION: Escavator with mulcher purchase from Cal Fire grant



9/7/22

APPROVED BY RES NO.

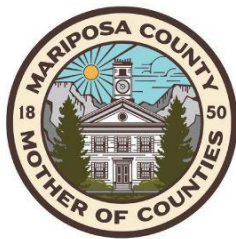
CLERK

DATE _____

3300 Roads

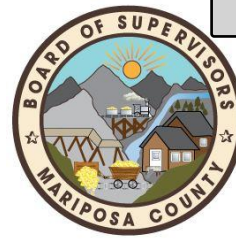
AUDITOR'S USE ONLY

Budget Action Form Revised 11/95



MARIPOSA COUNTY

Board of Supervisors • 209-966-3222



MEETING: September 20, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: New - Proclaim the Month of September "Recovery Month"

RECOMMENDATION AND JUSTIFICATION:

Proclaim the Month of September as "Recovery Month" (Board Chair)

The Heritage House is dedicated to helping individuals in this community and encourages the celebration and education of "Recovery Month".

National Recovery Month takes place every September and the theme for 2022 is "TOGETHER WE ARE STRONGER, Every Person, Every Family, Every Community"

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to highlight recovery efforts made by individuals suffering from substance abuse and those who curate programs to assist in recovery.

ATTACHMENTS:

Recovery Month Proc (DOCX)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

The Mariposa County Board of Supervisors
proclaims the

Month of September 2022

as

“Recovery Month”

WHEREAS the month of September is celebrated each year as “**Recovery Month**” by millions of individuals and thousands of programs throughout the United States, and upon the occasion of “**Recovery Month**” 2022, it is appropriate to highlight the outstanding contributions made by citizens who promote recovery in their personal and professional lives, and

WHEREAS, prevention of substance use disorders works, treatment is effective, and people recover in Mariposa and around the nation; and

WHEREAS, preventing and overcoming substance use disorders is essential to achieving healthy lifestyles, both physically and emotionally; and

WHEREAS we must encourage all citizens to support preventive measures, recognize the signs of substance use disorders, and guide those in need to appropriate treatment and recovery support services; and

WHEREAS, in 2019, among the 21.6 million people aged 12 or older who needed substance use treatment, only 12.2 percent (or 2.6 million people) received substance use treatment at a specialty facility, according to the *Key Substance Use and Mental Health Indicators in the United States: Results from the 2019 National Survey on Drug Use and Health*.

WHEREAS over 5,500 people in California lost their lives to opioid overdose in 2020 and that number is climbing; and

WHEREAS, to help more people achieve and sustain long-term recovery, the U.S. Department of Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMHSA), the White House Office of National Drug Control Policy (ONDCP), the State of California, the Department of Health Care Services, the California Consortium of Addiction Programs and Professionals, the County of Mariposa Behavioral Health and Recovery Services, Today Is A New Day Recovery, Mariposa Safe Families, Miwumati Wellness Center and the Mariposa Heritage House, invite all residents of the County of Mariposa to participate in “**Recovery Month**.”

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby proclaims the month of September 2022 as “**Recovery Month**” and commends Recovery Happens on its 30th Anniversary and on the vital role it plays in improving the quality of life for those affected by substance use disorders and extends best wishes for continued success.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 20th day of September 2022, by unanimous vote.

ROSEMARIE SMALLCOMBE, District I Supervisor

WAYNE FORSYTHE, District IV Supervisor

VACANT, District II Supervisor

MILES MENETREY, District V Supervisor

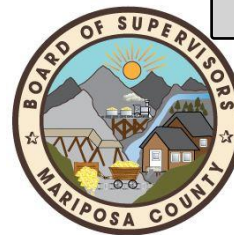
MARSHALL LONG, District III Supervisor

Attachment: Recovery Month Proc (2022-94 : New - Proclaim the Month of September "Recovery Month")



MARIPOSA COUNTY

Fire • 209-966-4330



RESOLUTION - ACTION REQUESTED 2022-539

MEETING: September 20, 2022

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Mariposa County Fire Advisory Committee (MCFAC) Update

RECOMMENDATION AND JUSTIFICATION:

Provide an Update and Recommendations to the Board of Supervisors on the Mariposa County Fire Advisory Committee (MCFAC); and Approve an Update to Exhibit A of the MCFAC By-laws.

As requested, and required by Resolution No. 2020-627 exhibit A line e, MCFAC will provide periodic assessment, evaluation of, and feedback to the Board of Supervisors regarding the successes and challenges of Mariposa County Fire and Fire Advisory Committee efforts. MCFAC has reviewed, approved and recommended approval to the BOS an updated draft Exhibit A for recommendation of approval by the board to assist MCFAC with quorum and streamlining processes; discuss assessed successes and challenges regarding MCFAC ongoing implementation. These recommendations were approved by MCFAC on August 17th, 2022.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors approved Resolution No. 2019-303 on June 4, 2019 establishing the Mariposa County Fire Advisory Committee as an advisory board to the Board of Supervisors with the purpose of recommendations for fire related issues including the implementation and ongoing maintenance of the Community Wildfire Protection Plan (CWPP).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No update or recommendations to the Board of Supervisors as requested through Resolution 2020-627. No update or amendments to the CWPP community groups or template for consistent community assessments.

ATTACHMENTS:

201002 MCFAC BOS RESOLUTION AMENDMENTS DRAFT (PDF)
email regarding OPR and WUI planning (PNG)
WUI planning guide link (DOCX)

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Marshall Long, District III Supervisor

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

**DRAFT
STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS**

Resolution
No. 2022-XXX

WHEREAS, pursuant to Mariposa County Code Chapter 2.96, entitled Mariposa County Fire Department, the Board established the Fire Department and Fire Chief; and

WHEREAS, the Board directed the Fire Department to form an ad-hoc committee in the fall of 2018 to consider an update to the Countywide Community Wildfire Protection Plan (CCWPP) and other related overarching fire issues; and

WHEREAS, the County Fire Department convened the fire ad-hoc committee to consider the CCWPP plan and other relevant issues; and

WHEREAS, the ad-hoc fire advisory committee concluded that an ongoing arrangement for a fire advisory committee was needed to assist in the work on various tasks including the important CCWPP update, ongoing maintenance of the plan and to ensure stakeholder collaboration on all relevant fire related issues; and

WHEREAS, in conjunction with the review of the CCWPP the ad-hoc committee also assisted the Mariposa County Fire Safe Council in preparation of the Community Wildfire Prevention Grant to CALFIRE for the update of the CCWPP; and

WHEREAS, on December 11, 2018 the Board of Supervisors adopted Resolution No. 2018-601 approving a letter of support to the Mariposa County Firesafe Council for the submittal of the grant to update the CCWPP; and

WHEREAS, by Resolution No. 2018-601, the Board recognized the importance of updating the CCWPP and potential inclusion within the Strategic Fire Plan of the MMU; and

WHEREAS, the Community Wildfire Prevention Grant was subsequently awarded for the update of the CCWPP; and

WHEREAS, the ad-hoc committee recommended that the Board of Supervisors establish the Mariposa County Fire Advisory Committee as key to insuring the involved agencies and partners benefit from the CCWPP cohesive work plan and related fire programs and to continue the important work to which partners and public will benefit; and

WHEREAS, at their meeting of June 4, 2019 the Board of Supervisors adopted Resolution No. 2019-303 Establishing the Mariposa County Fire Advisory Committee; and

WHEREAS, at their meeting of July 16, 2019 the Board of supervisors adopted clarification to Resolution No. 2019-303, Exhibit A, 3. Term and Manner of Appointment, as shown in Resolution No. 2019-415; and

WHEREAS, at their meeting of October 20, 2020 the Board of supervisors adopted Resolution No. 2020-627 Exhibit A additional clarifications and amendment recommendations to the terms by the committee; and

WHEREAS the Mariposa County Fire Advisory Committee has conducted meetings on a monthly basis since establishment, and as a result has recommended amendments to the resolution Exhibit A.

NOW THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of the County of Mariposa does hereby adopt this resolution amending and clarifying the terms of the establishment of the Mariposa County Fire Advisory Committee (MCFAC) as an advisory body to the Board of Supervisors with purpose, functions, and procedures as described in Exhibit A attached hereto and incorporated herein.

ON MOTION BY Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted on, March 15, 2022, by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

 Rosemarie Smallcombe, Chair
 Mariposa County Board of Supervisors

Attest:

 Danielle Bondshu
 Clerk of the Board of Supervisors

Approved as to Form:

 Steven W. Dahlem
 County Counsel

EXHIBIT A
BOARD OF SUPERVISORS Resolution No. 2022-XXX
Mariposa County Fire Advisory Committee

Article 1 – Purpose and Authority

Section A – The committee is established under authority of Resolution 19-303

Section B – Its purpose is as follows:

1. Formulate, design, implement and participate in stakeholder engagement to ensure full participation by the committee in the establishment of recommendations for fire related issues to the Board of Supervisors, which will facilitate the implementation and ongoing maintenance of the Countywide Community Wildfire Protection Plan (CCWPP) and other needed fire plans, strategies, goals and documents.
2. Identify, evaluate and recommend the implementation of feasible fire related projects, programs, and policies pertinent to the County and stakeholders.
3. Incorporate a holistic approach in considering and making recommendations on important topics such as pre-fire coordination, fire prevention education, fire risk reduction and resource resiliency to both the County Fire Chief and Board of Supervisors.
4. Support the work of staff and others in the conduct of fact finding and data gathering necessary to (1) identify existing fire related resources and opportunities, (2) recommend projects, programs, and policies needed to efficiently implement the County’s fire-related activities, plans and program goals, and (3) ultimately realize the recommendations contained in the Board of Supervisors approved fire codes, policies and relevant plans; and
5. Provide periodic assessment, evaluation of, and feedback to the Board of Supervisors regarding the success of Mariposa County Fire and Fire Advisory Committee efforts.

Section C – The Mariposa County Fire Advisory Committee is advisory to the Board of Supervisors and, as such, shall not take part officially in, nor does it lend its influence to, any political causes or issues.

Section D – Mariposa County Fire Advisory Committee is advisory to and the Board of Supervisors only. Committee recommendations are advisory only and are meant to inform the decisions of decision-makers who may accept, modify, or reject them. The Mariposa County Fire Advisory Committee is not empowered by ordinance, establishing authority, or policy to render a decision of any kind on behalf of the County of Mariposa, or its appointed or elected officials.

Article 2 – Membership and Term of Office

Section A – The Mariposa County Fire Advisory Committee is limited to nineteen (19) ~~thirteen (13)~~ members in accordance with the establishing authority.

1. Representatives ~~shall~~ should be selected from or represent the following agencies and groups in Mariposa County and will have a designee and/or alternate to represent at each meeting:

- CALFIRE
- Mariposa County Fire Safe Council
- Mariposa County Resource Conservation District
- ~~Two (2) United States Forest Service~~
- ~~Bureau of Land Management~~
- Mariposa County Planning Department
- Mariposa County Public Works Department
- American Indian Council of Mariposa County
- ~~Yosemite National Park~~
- Mariposa County Sheriff (OES)
- SouthWest InterFace Team (SWIFT)
- ~~Up to five (5)~~ Two (2) Public Members
- ~~Pacific Gas and Electric (PG&E)~~
- University of California Cooperation Extension (UCCE)
- ~~Caltrans~~
- Sierra Tel

These representatives are Ex-Officio (non-voting) members:

- Two (2) United States Forest Service – Stanislaus and Sierra
- Bureau of Land Management
- Yosemite National Park
- Pacific Gas and Electric
- Cal Trans
- Farm Bureau

2. The committee may call upon representatives of other organizations and the general public as resources on certain topics related to fire such as resiliency, land management, economic development, and resource conservation.

3. Two (2) Ex-Officio (non-voting) members from the Board of Supervisors.

Section B – Each term is for a period of Term and Manner of Appointment

1. Advisory agency and group membership seats are standing committee seats for continuous terms requiring no Board appointment.
2. Appointments of the Two (2) public members to the MCFAC shall be made by the Board of Supervisors based on the joint recommendation of the Fire Chief or designee and MCFAC.
3. ~~The two (2)~~ public member terms shall expire ~~two (2)~~ four (4) years from the date of appointment.
4. The Board of Supervisors may remove at any time and without cause any member of the MCFAC.

Section C – Participation by Member Required, Vacancy

1. If any member of the Advisory Committee is absent (unexcused) for two (2) consecutively scheduled meetings, then that member may be removed from the MCFAC by the Board of Supervisors, and the Board of Supervisors shall fill the vacancy for the unexpired term. Members
2. The Board of Supervisors shall fill any Public Member vacancy in the MCFAC membership for the unexpired term.
3. Members who wish to continue serving for additional terms are required to complete and submit a new application, or update and resubmit original application

Section D – Selection of Officers

1. At its first meeting, the MCFAC shall elect a chair, vice chair, and secretary to serve a term of one (1) year or until the successor of each is appointed.

Section E – Duties of Officers

1. The chair shall preside at all meetings of the MCFAC and shall perform all of the duties necessary or incidental to the office, including approval of the agenda topics for the meeting. The vice chair is chair in the absence or inability of the chair to act. The secretary shall maintain notes and prepare minutes for the approval of the MCFAC

Section F – Meetings and Quorum

1. The MCFAC shall hold its first meeting at the call of the County Fire Chief or designee. The MCFAC shall establish a meeting schedule deemed necessary by the MCFAC to accomplish its purpose.
2. A quorum shall be a majority of those appointed as voting members. A quorum is required to transact any MCFAC business at a regular meeting or special meeting.
3. The Fire Chief or designee may supplement required notification in any manner deemed appropriate for the content of the proposed agenda.

Section G – Administration and Support

1. County staff shall provide support to the MCFAC. The County Fire Chief or designee shall be the lead member of County staff responsible for supporting the MCFAC. The County Fire Chief or designee shall be empowered to call upon appropriate departments to provide information required to assist the MCFAC in carrying out its designated responsibilities.
2. The County Fire Chief or designee shall be responsible for meeting notices, preparation and distribution of meeting support materials, and coordinating the meeting arrangements.
3. In the event that the MCFAC does not appoint a secretary, the County Fire Chief or designee shall be responsible for recording the meetings, archival storage of electronic recordings, and preparation and publication of minutes for MCFAC approval.

Section H – Attendance

1. If a member of the Mariposa County Fire Advisory Committee is absent from three successive regular meetings of the Advisory Board without reasonable cause, as determined by the committee chair, the office becomes vacant automatically. The Advisory Board shall immediately notify the Board of Supervisors of the vacancy so that advertising and recruitment of a replacement can commence.

Article 3 – Officers

Section A - The advisory committee shall elect a Chairperson, and a Vice-Chairperson annually at the first meeting of the calendar year, and a Secretary.

Section B – The Chairperson provides general supervisory guidance to the advisory committee and presides over its meetings. The Chairperson may assign coordinating duties to the Vice Chairperson, as necessary. The Chairperson is the sole official spokesperson for the advisory committee unless this responsibility is delegated in writing.

Section C – In the absence of the Chairperson, the Vice Chairperson assumes the duties and responsibilities of that office.

Section D – The Secretary records the minutes of all advisory committee meetings and handles committee correspondence. The Secretary keeps the roll, certifies the presence of the quorum, maintains a list of all active representatives, and keeps records of actions as they occur at each meeting. County staff assigned to the advisory committee shall be responsible for posting all meeting notices and agendas as required by the Ralph M. Brown Act, and to keep a record of such postings, and to reproduce and distribute the advisory committee notices, agendas, and minutes for all meetings, if needed

Article 4 – Meeting Procedures

Section A – All meetings, meeting notices, agendas, and meeting actions must be in compliance with the Ralph M. Brown Act, the Americans with Disabilities Act (A.D.A.), and all other laws and policies. County staff shall be responsible for posting meeting agendas on the County's agenda management system, at the meeting location, and other applicable publicly accessible places, no less than 72 hours prior to each regular meeting, or 24 hours prior to each special meeting. Additionally, notices or agendas shall be mailed upon written request.

1. As County-affiliated entities, the tops of all committee agendas shall display the County emblem in compliance with the County Branding Policy.
2. The bottoms of all agendas shall provide a contact for A.D.A. assistance similar to “In compliance with the Americans with Disabilities Act, if special assistance is required to participate in this meeting, please contact the Mariposa County Fire Department (209) 966-4330.

Section B – Meetings that are not noticed correctly under the Ralph M. Brown Act, as noted in Section A above, may not occur and must be rescheduled to a future date.

Section C – Meetings may only occur when a quorum of committee members is present. A quorum, unless otherwise defined by the establishing authority, is a majority of the members, normally calculated as half the membership plus one. If a quorum is not present within ten minutes of the advertised meeting start time, committee members are to exit the meeting place and disperse to avoid an accidental, unauthorized meeting.

Section D - All meetings of the advisory committee and any subcommittees shall be open to the public to the extent required by the Brown Act. Meetings are to be held in public places which are in compliance with the Americans with Disabilities Act.

Section E – The Chairperson shall be the Presiding Officer at all Mariposa County Fire Advisory Committee meetings and is responsible for the maintenance of order and decorum at all times. In the absence of the Chairperson, the Vice-Chairperson shall preside.

Section F – Rosenberg’s Rules of Order shall govern the operation of the committee in all cases not covered by these by-laws. The advisory committee may formulate specific procedural rules of governance when required by resolutions, ordinances, or laws.

Section G – Each voting member has one vote and no proxy.

From: Molly Mowery <molly@communitywildfire.org>
Sent: Wednesday, August 17, 2022 1:11 PM
To: Molly Mowery <molly@wildfireplanning.com>
Cc: Molly Mowery <molly@communitywildfire.org>
Subject: New WUI Planning Resources from California

Dear Colleagues,

We are thrilled to share the announcement today from the California Governor's Office of Planning and Research (OPR) that they published two new resources to support local agencies as they plan for wildfire at the community scale:

- 1) OPR's updated [Fire Hazard Planning Technical Advisory](#) (TA) helps cities and counties address and reduce wildfire risk in their general plans.
- 2) The [WUI Planning Guide](#), which complements the TA by providing specific examples and best practice case studies for communities to reference as they plan and implement wildfire solutions. The WUI Planning Guide was developed by the Community Wildfire Planning Center in partnership with OPR and CAL FIRE, with funding provided by California Climate Investments.

Read the full announcement with additional information and links, including registration for an informational webinar on Sept 14, here: <https://opr.ca.gov/news/>

best regards,
Molly Mowery

Molly Mowery, AICP
Executive Director
Community Wildfire Planning Center
E: molly@communitywildfire.org
P: 303-358-9589
www.communitywildfire.org

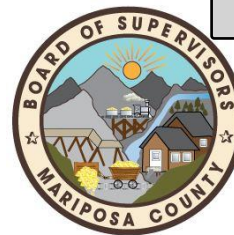
Link to Wildland Urban Interface Planning Guide which complements the TA by providing specific examples and best practice case studies for communities to reference as they plan and implement wildfire solutions. The WUI Planning Guide was developed by the Community Wildfire Planning Center in partnership with OPR and CAL FIRE, with funding provided by California Climate Investments. **Pages 58-64 specifically highlight Mariposa County's efforts and successes!**

[Wildland-Urban Interface Planning Guide: Examples and Best Practices for California Communities](#)



MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2022-540

MEETING: September 20, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Memorandum of Understanding - XFERALL, LLC

RECOMMENDATION AND JUSTIFICATION:

Approve a Memorandum of Understanding (MOU) Between the County of Mariposa (HHSA) and XFERALL, LLC for arrangements related to the Pilot Project; and Authorize the Board of Supervisors Chair to Sign the MOU.

XFERALL is a software solutions organization that matches patient needs to facility capabilities, connecting health care professionals to nearby facilities with the resources to treat patients' specific conditions. The Department's primary need for this software is to assist with mental health acute care placements. The purpose of this Memorandum is to provide the framework for any future binding contract regarding the Pilot Project - XFERALL Patient Transfer Service between XFERALL and HHSA. Both partners agree to work together to ensure that there is united visible and responsible leadership of the Project. Under this MOU, XFERALL will agree to provide the following resources with respect to the Pilot Project:

- * XFERALL will provide all software at no cost to HHSA for the duration of this MOU.
- * XFERALL will provide HHSA staff (up to 15 staff members) training on how to effectively use the XFERALL Patient Transfer app at no cost. Trained HHSA staff can then train their own staff in a "train-the-trainer" approach.
- * XFERALL will provide 24/7/365 support to HHSA for the duration of the MOU at no cost.
- * XFERALL will provide existing reporting of business intelligence to HHSA at no cost for the duration of the MOU.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors does not have an existing history with this contractor.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

HHSA's ability to maintain optimal information related to patient treatment is greatly hindered.

FINANCIAL IMPACT:

There is no impact to the General Fund.

ATTACHMENTS:

XFERALL_ MOU_mariposa_bhrs_20220823 (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

Memorandum of Understanding

This Memorandum of Understanding (the "Memorandum") is made effective on the date of last execution herein, by and between XFERALL, LLC., of 111 Congress Ave, Ste. 400, Austin, Texas 78701 (hereinafter referred to as "XFERALL") and County of Mariposa for the benefit of the Mariposa County Behavioral Health Recovery Services, of 5362 Lemee Lane, Mariposa, CA 95338 (hereinafter referred to as "MARIPOSA COUNTY BHRS") for the purpose of achieving the various aims and objectives relating to the Pilot Project - XFERALL Patient Transfer Service (the "Project"). XFERALL and MARIPOSA COUNTY BHRS are jointly referred to herein as "Partners."

WHEREAS XFERALL and MARIPOSA COUNTY BHRS desire to enter into an agreement in which XFERALL and MARIPOSA COUNTY BHRS will work together to complete the Project:

AND WHEREAS XFERALL and MARIPOSA COUNTY BHRS are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the partners agree are necessary to complete the Project:

Purpose

The purpose of this Memorandum is to provide the framework for any future binding contract regarding the Pilot Project - XFERALL Patient Transfer Service between XFERALL and MARIPOSA COUNTY BHRS.

Obligations of the Partners

The Partners acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the Project and to demonstrate financial, administrative and managerial commitment to the Project by means of the following individual services.

Cooperation

The activities and services for the Project shall include, but not limited to:

- a. Services to be rendered by XFERALL include:
 - i. Implement XFERALL Patient Transfer service, through the XFERALL app or as otherwise mutually agreed, for a duration of access and usage as stated in the **Term** provision below.
 - ii. Train MARIPOSA COUNTY BHRS staff on the usage of the XFERALL Patient Transfer app.
 - iii. Support usage of the XFERALL Patient Transfer app by MARIPOSA COUNTY BHRS staff for the duration of this MOU.

- iv. Provide basic business intelligence reporting already implemented in the XFERALL Patient Transfer app for MARIPOSA COUNTY BHRS Administration staff to review.
- b. Services to be rendered by MARIPOSA COUNTY BHRS include:
 - i. MARIPOSA COUNTY BHRS will utilize the XFERALL Patient Transfer app for securing receiving facilities that can treat behavioral health patients for which they are performing assessments as part of their service to their healthcare provider network.
 - ii. MARIPOSA COUNTY BHRS staff will provide feedback to XFERALL staff members on existing and potential features and functionality that can help to improve the behavioral health patient transfer process for their provider community.

Resources

The Partners will endeavor to have final approval and secure any financing necessary to fulfill their individual financial contributions at the start of the planning for the development of the Project.

- a. XFERALL agrees to provide the following financial, material and labor resources in respect of the Project:
 - i. XFERALL will provide all software at no cost to MARIPOSA COUNTY BHRS for the duration of this MOU.
 - ii. XFERALL will provide MARIPOSA COUNTY BHRS staff (up to 15 staff members) training on how to effectively use the XFERALL Patient Transfer app at no cost. Trained MARIPOSA COUNTY BHRS staff can then train their own staff in a "train-the-trainer" approach.
 - iii. XFERALL will provide 24/7/365 support to MARIPOSA COUNTY BHRS for the duration of the MOU at no cost.
 - iv. XFERALL will provide existing reporting of business intelligence to MARIPOSA COUNTY BHRS at no cost for the duration of the MOU.
- b. MARIPOSA COUNTY BHRS hereby agrees to provide the following financial, material and labor resources in respect of the Project:
 - i. MARIPOSA COUNTY BHRS will provide the necessary Internet connectivity for its trained staff to access the application via a web client or via the mobile app.

- ii. MARIPOSA COUNTY BHRS will provide necessary printer peripherals, computer terminals, desktops, laptops, and/ or mobile devices for their staff to interact with the XFERALL patient transfer app.
- iii. MARIPOSA COUNTY BHRS will provide its own IT support of internet connectivity, mobile, desktop, laptop, computer terminal devices, and printer peripherals for the use of the XFERALL patient transfer app.
- iv. MARIPOSA COUNTY BHRS will provide all necessary printing supplies for its staff in utilizing the XFERALL patient transfer app.

Communication Strategy

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of both parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

Liability

No liability will arise or be assumed between the Partners as a result of this Memorandum.

Dispute Resolution

In the event of a dispute between the Partners in the negotiation of the final binding contract relating to this Project, a dispute resolution group will convene consisting of the Chief Executives of each of the Partners together with one other person independent of the Partners appointed by the Chief Executives. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Partners agree that a decision of the dispute resolution group will be final. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood that neither party is obligated to enter into any binding contract to complete the Project.

Term

The arrangements made by the Partners by this Memorandum shall remain in place from date of last execution (EFFECTIVE DATE) until December 31, 2022 and shall thereafter renew automatically on an annual basis until and unless terminated earlier, at any time, by either party with a thirty (30) days written notice of termination to the other, with or without cause and without incurring any liability for such termination.

Notice

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Governing Law

This Memorandum shall be construed in accordance with the laws of the State of Texas.

Assignment

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Amendment

This Memorandum may be amended or supplemented in writing, if the writing is signed by the party obligated under this Memorandum.

Severability

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Prior Memorandum Superseded

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

Understanding

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

- a. Each Partner will work together in a coordinated fashion for the fulfillment of the Project.
- b. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. To the extent possible, each Partner will participate in the development of the Project.
- d. Nothing in this memorandum shall obligate any Partner to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Partners of this Memorandum will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Partners involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.
- e. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
- f. This Memorandum will be effective upon the signature of both Partners.
- g. Any Partner may terminate its participation in this Memorandum by providing written notice to other Partner.

The following Partners support the goals and objectives of the Pilot Project - XFERALL Patient Transfer Service:

Signatories

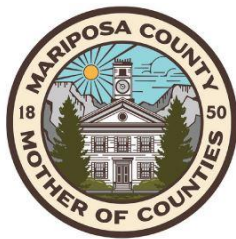
This Agreement shall be signed on behalf of XFERALL, LLC by Chris Mountzouris, COO, and on behalf of MARIPOSA COUNTY BHRS by Rosemarie Smallcombe, Chair, Mariposa County Board of Supervisors. This Memorandum shall be effective as of the date of last execution herein stated (EFFECTIVE DATE).

XFERALL, LLC
By Chris Mountzouris, its COO

DATE_____

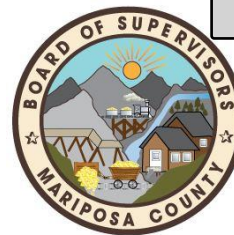
MARIPOSA COUNTY BHRS
By Rosemarie Smallcombe, its Chair, Mariposa County Board of Supervisors

DATE_____



MARIPOSA COUNTY

Planning · 209-966-5151



RESOLUTION - ACTION REQUESTED 2022-561

MEETING: September 20, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Authorize the Destruction of Planning Department Vacation Rental Application Files

RECOMMENDATION AND JUSTIFICATION:

Authorize the destruction of Planning Department Vacation Rental Application Files (hard copy files) that are more than two (2) years old.

For this item, the term "Vacation Rental Application files" means any application file (physical file) that the Planning Department has that is a short term rental and includes those for a Vacation Rental, Bed and Breakfast, Agricultural Home Stay, Hotel/Motel or Amended Transient Occupancy Tax Certificate.

After the file has either been approved, withdrawn or denied, the physical files are scanned into Questys (Planning's archiving system) and then stored in the Government Center Vault.

The vault is used by multiple County Departments for archiving physical documents. The Planning Department's portion of the vault has reached its storage capacity.

The physical documents stored in the vault are no longer needed as they are scanned and accessible digitally through Questys.

There is an immediate need to clear space in the Government Center vault. Consequently, staff is requesting this one-time authority to dispose of any Vacation Rental Application physical files that have an approval, withdrawal or a denial date that is Two (2) years or older and that have been determined to be scanned and archived digitally in Questys.

AUTHORITY:

California Government Code, Section 26202, addresses this request:

"The board may authorize the destruction or disposition of any record, paper, or document which is more than two years old and which was prepared or received in any manner other than pursuant to a state statute or county charter. The board may authorize the destruction or disposition of any record, paper or document which is more than two years old, which was prepared or received pursuant to state statute or county charter, and which is not expressly required by law to be filed and preserved if the board determines by four-fifths (4/5) vote that the retention of any such record,

paper or document is no longer necessary or required for county purposes. Such records, papers or documents need not be photographed, reproduced or microfilmed prior to destruction and no copy thereof need be retained."

BACKGROUND AND HISTORY OF BOARD ACTIONS:

November 13, 2018, Resolution No. 2018-535 authorized the destruction of Code Compliance Case closed files that were verified to be scanned and accessible via a digital version.

September 20, 2022, This item was brought to the Board for 5 year retention of files and was requested that the time of file retention be reduced to 2 years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Alternatives: Change age of files to be destroyed.

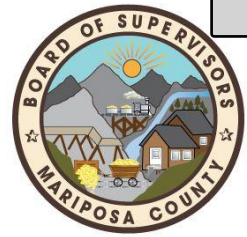
Negative Action: The physical Vacation Rental Application files will continue to be housed in the Government Center Vault, where space is extremely limited.

RESULT: CONTINUED TO NEW DATE Next: 9/27/2022 9:00 AM



MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk ·



H.4

RESOLUTION - ACTION REQUESTED 2022-559

MEETING: September 20, 2022

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: HDL Sales Tax Agreement

RECOMMENDATION AND JUSTIFICATION:

Approve Agreement with Hinderliter, De Llamas, & Associates (HDL) in the Amount of \$46,000 for the Analysis and Forecasting of Sales, Use and Transactions Taxes; and Authorize the Board of Supervisor's Chair to Sign the Agreement.

The County has a current agreement with HDL dating back to 2005 (05-30) to perform the services listed in the agreement. The passage of Measure O by the voters has added an additional tax that was not included in the original agreement with HDL. In addition, the current agreement was signed in 2005 and was open ended. A new agreement will update the terms and use language from the County's current agreements.

As with the past agreement, HDL provides allocation and audit recovery services and other optional services described in EXHIBIT A, "Scope of Work".

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has previously supported agreements with the firm HDL.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Deny the agreement and do not receive the analysis, forecasting or audit recovery services provided in the agreement.

FINANCIAL IMPACT:

None

ATTACHMENTS:

HDL Agreement Final (DOCX)

RESULT: WITHDRAWN AND RESCHEDULED Next: 9/27/2022 9:00 AM

AGREEMENT FOR SALES, USE AND TRANSACTIONS TAX ECONOMIC ANALYSIS/FORECASTING SERVICES/REPORTS

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 Hinderliter, De Llamas, & Associates ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall be for a period of Three (3) years, commencing on July 1, 2022 through and including June 30, 2025. This Agreement may be extended for Two (2) additional consecutive twelve (12) month periods upon the written approval of both parties no later than thirty (30) days prior to the expiration of the initial term. The County Administrative Office or his/her designee is authorized to execute such written approval on behalf of County based on Contractor's satisfactory performance.

2. SERVICES

Contractor shall perform Sales, Use and Transactions Tax an Economic Analysis/Forecasting Services/Reports, Allocation and Audit Recovery Services, and Consulting and Other Optional Services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

The maximum compensation payable to Contractor under this Agreement is Thirty-Three Thousand (\$33,000), Nineteen Thousand Eight Hundred for the first 3 years and Thirteen Thousand (\$13,000) for the 2 year extension not including any CPI changes, as set forth in Exhibit A, "FEES," which is attached hereto and

incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor’s profession, with a limit of no less than \$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 with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (3) **Notice of Cancellation:** Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.
- (4) **Waiver of Subrogation:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.
- (5) **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- (6) **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.
- (7) **Verification of Coverage:** Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County

reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all negligent or willful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

- a. County will not withhold FICA (Social Security) from Contractor's payments;
- b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;

- c. County will not withhold state or federal income tax from payment to Contractor;
- d. County will not make disability insurance contributions on behalf of Contractor;
- e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:

Hinderliter, De Llamas, & Associates
120 S. State College Blvd. #200
Brea, CA 92821

COUNTY:

County Administrative Officer
County of Mariposa
PO Box 784
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

CONTRACTOR

Rosemarie Smallcombe, Chair
Board of Supervisors

Andrew Nickerson, President

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

Danielle Bondshu
Clerk of the Board

Steven W. Dahlem
County Counsel

Attachment: HDL Agreement Final (RES-2022-559 : HDL Sales Tax Agreement)

SCOPE OF SERVICES

1. Sales, Use and Transactions Tax and Economic Analysis/Forecasting Services/Reports

- 1.1. Establish a special database identifying the name, address, and allocations of Client's sales tax producers. This database will be utilized to generate special reports to Client on major sales tax producers by rank and category, sales tax activity by categories, identification of reporting aberrations, and per capita and outlet comparisons with regional and statewide sales.
- 1.2. Provide periodic updated reports to Client identifying changes in sales by individual businesses, business groups and categories, and by geographic area. These reports may include, without limitation, aberrations due to State audits, fund transfers, and receivables, along with late or double payments, and reconciliation worksheets to assist with budget forecasting.
- 1.3. Provide periodic summaries for Client to share with others if it so desires (including the general public) that analyze Client's sales tax trends by major groups and geographic areas without disclosing confidential individual tax records.
- 1.4. Establish a special database with California Department of Tax and Fee Administration ("CDTFA") registration data for businesses within applicable measure/district boundaries holding seller's permit accounts. Endeavor to identify transactions and use tax measure/district allocations under such accounts for the most current quarter and immediately prior quarter where available.
- 1.5. Periodically license for the limited, non-exclusive, non-transferable use by Client's staff certain of Consultant's web-based sales, use and/or transactions tax program(s) containing sellers permit, registration, allocation and related information for business outlets within Client's jurisdiction registered with the CDTFA.
- 1.6. Provide periodic updated reports endeavoring to identify and assist with budget forecasting (i) changes in allocation totals by individual businesses, business groups and categories, and (ii) aberrations due to State audits, fund transfers, and receivables, along with late or double payments.

2. Allocation and Audit Recovery Services

- 2.1. Conduct (as and when mutually agreed with Client) initial and on-going sales, use and transactions tax audits of businesses to help identify and correct distribution and allocation errors, and to help effect favorable registration, reporting or formula changes thereby generating previously unrealized sales, use or transactions tax income for Client and/or recover misallocated tax from registered taxpayers. Common errors to be monitored and corrected include transposition errors resulting in misallocations; erroneous consolidation of multiple outlets; formula errors; misreporting of "point of sale" to the wrong location; delays in reporting new outlets; misallocating use tax payments to the allocation pools or wrong jurisdiction; and erroneous fund transfers and adjustments.
- 2.2. Initiate contacts with the CDTFA and sales management and accounting officials in companies that have businesses where a probability of error exists to endeavor to help verify whether current tax receipts accurately reflect the local sales activity.

- 2.3. Prepare and submit to the CDTFA information for the purpose of correcting any identified allocation errors, and follow-up with individual businesses and the CDTFA to advocate for Client recovery of back or prospective payments that may be owing.
- 2.4. If, during the course of its audit, Consultant finds businesses located in Client's jurisdiction that are properly reporting sales, use or transactions taxes but have the potential for modifying their operation to provide an even greater share to Client, Consultant may so advise Client and collaborate with those businesses and Client to encourage such changes.

3. Consulting and Other Optional Services

From time to time in its sole discretion, consult with Client's staff, including without limitation, regarding (i) technical questions and other issues related to sales, use and transactions tax, (ii) utilization of reports to enhance collection efforts, (iii) sales tax projections for proposed annexations, economic development projects and budget planning, (iv) negotiating/review of tax sharing agreements, (v) establishing purchasing corporations, (vi) meeting with taxpayers to encourage self-assessment of tax obligations, and (vii) other sales, use or transactions tax revenue-related matters.

FEES

4. Sales, Use and Transactions Tax and Economic Analysis/Forecasting Services/Reports

- 4.1. Fees for performing the sales tax and economic analysis/forecasting Services as described above shall initially be **\$350** per month. Fees for performing the transactions/use tax reports Services related to a measure/district as described above shall initially be **\$200** per month for Measure O.
- 4.2. Consultant may change the non-hourly Fees established above upon at least 30 days' prior written notice to Client (but not more than once a year). Any such change must be with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), West Region, as reported by the U.S. Bureau of Labor Statistics (the "CPI Change"), and be equal to the greater of two percent (2%) or the actual CPI Change and the lesser of ten percent (10%) or the actual CPI Change. For example, if the actual CPI Change is 1.5%, then the annual increase will be 2%, if the actual CPI Change is 3.5%, then the annual increase will be 3.5%, and if the actual CPI Change is 12%, then the annual increase will be 10%.

5. Allocation and Audit Recovery Services

- 5.1. Fees for performing the allocation and audit recovery Services described above shall be (a) **15%** of all new, increased and recovered sales and use tax revenue and (b) **25%** of all new, increased and recovered transactions and use tax measure/district revenue received by Client as a result, in whole or in part, of such Services, including without limitation, any reimbursement or other payment from any State fund and any point of sale misallocations. These Fees shall be paid notwithstanding any related Client assistance, work in parallel, and/or incurrence of attorneys' fees or other costs or expenses in connection, with the relevant Services.
- 5.2. The Fees described in Section 5.1(a) include, without limitation, State fund transfers received for back quarter reallocations and monies received in the first eight (8) consecutive reporting quarters following completion of Consultant's allocation audit and confirmation by the CDTFA of the relevant corrections.

- 5.3. These Fees shall be paid by Client upon Consultant's submittal of evidence of Consultant's relevant Services in support thereof, including, without limitation, copies of relevant communications between Consultant and the CDTFA and/or taxpayers.
- 5.4. Consultant recognizes Client's authority to waive or reduce the tax/fee-related debt of a business. Should Client decide to do so for a business whose deficiency was identified by Consultant, Consultant shall be entitled to compensation in the amount of one half (1/2) of the Fees Consultant would have otherwise earned. Deficiencies which are uncollectable due to insolvency or dissolution of the business, or for deficiencies which are otherwise incapable of collection (i.e. statute of limitation or other legal defense) shall not be considered a Client voluntary election to waive, and thus, Consultant would not be entitled to compensation related thereto under this provision.

6. Consulting and Other Optional Services

- 6.1. Fees for performing the consulting and other optional Services described above shall be based on the following initial hourly rates: (i) Principal - \$325; (ii) Programmer - \$295; (iii) Senior Analyst - \$245; and (iv) Analyst - \$195.
- 6.2. Consultant may change the rates for its hourly Fees from time to time in its sole discretion upon at least 30 days' prior written notice to Client.

7. General Provisions Relating to Fees

- 7.1. Fees for travel and lodging expenses will be invoiced at cost and applied to all meetings (including implementation, training, operations and support). Travel expenses only apply to out of scope travel and must therefore be pre-approved by Client.
- 7.2. Fees will be invoiced monthly to Client for Services performed during the prior month. To the extent that Consultant has commercially reasonable means to do so, Fees will be netted out of Client's monthly revenue disbursement.

8. Confidentiality Information

Section 7056 of the State of California Revenue and Taxation Code ("R&T Code") specifically limits the disclosure of confidential taxpayer information contained in the records of the CDTFA. Section 7056 specifies the conditions under which a California city, county or district may authorize persons other than such city, county or district's officers and employees to examine state sales and use tax records.

Notwithstanding anything to the contrary set forth in this Schedule A to the MSA, the MSA itself, or otherwise, the following conditions specified in Section 7056-(b)(1) of the R&T Code are hereby incorporated into and made part of this Schedule A to the MSA:

- 8.1. Consultant is hereby authorized by Client under this Schedule A to the MSA to examine sales or transactions and use tax records of the CDTFA provided to Client pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law (commencing with R&T Code Section 7200) and the Transactions and Use Tax Law (commencing with R&T Code 7251).
- 8.2. Consultant is required to disclose information contained in, or derived from, those sales or transactions and use tax records only to an officer or employee of Client who is authorized by Client resolution provided to the CDTFA to examine the information.
- 8.3. During the term of this Schedule A to the MSA, Consultant is prohibited from performing consulting services for a retailer (as defined in R&T Code Section 6015).

- 8.4. After the term of this Schedule A to the MSA has expired, Consultant is prohibited from retaining the information contained in or derived from those sales or transactions and use tax records.

Information obtained by examination of CDTFA records shall be used only for purposes related to the collection of local sales or transactions and use taxes by the CDTFA pursuant to this Schedule A to the MSA, or for purposes related to other governmental functions of Client as set forth by resolution of the Client adopted pursuant to R&T Code Section 7056(b). Such resolution shall designate Consultant and its personnel as authorized to (i) examine such sales or transactions and use tax records and (ii) certify that this Section 8 to Schedule A to the MSA meets the requirements set forth in R&T Code Section 7056(b)(1).