

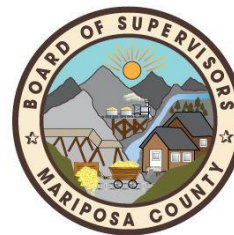


MARIPOSA COUNTY

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 13, 2022

A. 9:00 AM Meeting Called to Order

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

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

None.

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

Chair Smallcombe wanted to acknowledge CA.24 and brought up Sheila Baker/Deputy Director of Behavioral Health who noted every day many suffer from negative thoughts or thoughts of suicide. She gave the following message: Warning signs may not be obvious; everyone can make a difference by being the person to ask how someone is doing. Health and Human Services Agency are here for those individuals. Please call 209-966-2000 or 1-800-549-6741, suicide is preventable, and you are not alone, the National Suicide hotline is 988 or 966-7000.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

CA1. Health and Human Services RES-2022-501

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Health and Human Services RES-2022-502

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. Sheriff's Office RES-2022-503

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. Administration RES-2022-504

Approve the Juvenile Dependency and Juvenile Right-To-Counsel Legal Services Agreement with the Mariposa County Superior Court in an Amount Not to Exceed \$70,225.62; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA5. Administration RES-2022-505

Approve an Agreement with Allyson Kelley and Associates for Strategic Planning Services for the Southern Sierra Miwuk Nation in an Amount Not to Exceed \$120,875; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA6. Agricultural Commissioner RES-2022-506

Approve the High-Risk Program Cooperative Agreement No. 22-1369-000-SG for Fiscal Year 2022/2023 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. Agricultural Commissioner RES-2022-507

Approve the Nursery Inspection Program Cooperative Agreement No. 22-1107-000-SA for Fiscal Year 2022/2023 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. Auditor RES-2022-508

Approve an Addendum to the Mariposa County Audit Agreement with Smith & Newell to Conduct the Audit for Fiscal Year 2021/2022 in a Amount Not to Exceed \$63,475; and Authorize the Board of Supervisors Chair to Sign the Addendum

CA9. Board of Supervisors 2022-83

Proclaim September 17 - 23, 2022, as "Constitution Week" (Supervisor Long)

CA10. Board of Supervisors

Approve the Minutes of Tuesday, July 12, 2022

CA11. Board of Supervisors

Approve the Minutes of Tuesday, July 19, 2022

CA12. Board of Supervisors

Approve the Minutes of Tuesday, July 26, 2022

CA13. Board of Supervisors

Approve the Minutes of Tuesday, August 2, 2022

CA14. Clerk of the Board of Supervisors (ID # 13312)

Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2

CA15. Clerk of the Board of Supervisors 2022-84

Appoint Jennifer Gamble to the Behavioral Health Board for a Term Expiring on September 13, 2025

CA16. District Attorney/Victim Witness RES-2022-509

Approve the 2022-2023 County Victim Services (XC) Grant Application Administered through the State of California Office of Emergency Services (CalOES) in an Amount Not to Exceed \$128,904; and Authorize the District Attorney to Sign the Grant Application

CA17. Health and Human Services RES-2022-510

Approve a Memorandum of Understanding (MOU) Among Mariposa County Health and Human Services Agency, Mariposa County Probation Department, Mariposa County Unified School District/Mariposa County Office of Education and CASA of Mariposa County to Work Together More Collaboratively in Meeting the Educational Needs and Goals of High Risk Youth and Foster Youth in the County; and Authorize the Board of Supervisors Chair to Sign the MOU

CA18. Health and Human Services RES-2022-511

Approve the 2022 Low Income Home Water Assistance Program (LIHWAP) Agreement 21Z-9560; Approve the 2022 Supplemental Low Income Home Energy Assistance Program (SLIHEAP) Agreement 22Q-4570; Approve the Certifications with the California Department of Community Services and Development (CSD) in an Amount Not to Exceed \$11,788 to Provide Energy Assistance Payments; and Authorize the Health and Human Services Agency Director to Sign the Agreement, Certifications, and All Subsequent Amendments (Subject to Approval as to Legal Form by County Counsel)

CA19. Health and Human Services RES-2022-512

Ratify a Transfer Agreement Between the County of Mariposa and the County of Santa Clara (CSC) to Transfer Ownership to Mariposa County of the Fifteen (15) Trailers Identified by VIN Number

CA20. Health and Human Services RES-2022-513

Approve a Transfer Agreement Between the County of Mariposa and the County of San Diego (San Diego) to Transfer Ownership to Mariposa County of Two (2) Trailers Identified by VIN Number; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA21. Health and Human Services RES-2022-514

Approve Budget Action Adjusting Realignment Appropriations and Associated Transfer-In Revenue and Appropriations Within the Health and Human Services Agency (HHSA) Mental Health Budget for Fiscal Year 2021-2022 Year-End Balancing (\$39,748) 4/5ths Vote Required

CA22. HHS/Behavioral Health & Recovery Services RES-2022-515

Approve a Lease Agreement with Richard Roesch for 5026 Broadway in an Amount Not to Exceed \$7,800 for the Health and Human Services Agency to Operate an Office in Coulterville; and Authorize the Board of Supervisors Chair to Sign the Lease Agreement

CA23. HHS/Behavioral Health & Recovery Services RES-2022-516

Approve Five-Year Agreement No. 22-20113 with the State Department of Health Care Services Authorizing Mariposa County Health and Human Services Agency (HHSA) to Provide Specialty Mental Health Services; and Authorize the HHSA Director to Sign the Agreement, the Contractor Certification Clauses Form, and Any Subsequent Amendments (Subject to Approval as to Legal Form by County Counsel)

CA24. HHS/Behavioral Health & Recovery Services 2022-85

Proclaim the Month of September 2022 as "Suicide Prevention Awareness Month"

CA25. Planning 2022-86

Appoint Jacob Hawley to the Historic Sites and Records Preservation Commission, as an at Large Member, to Fill an Unexpired Term Ending February 28, 2025

CA26. Planning 2022-87

Appoint Gale Banks, Paul Koubek, Roger Soulanille and Gary Wuchner to the Wawona Town Planning Advisory Committee with Terms to Expire February 29, 2024 (Chair Smallcombe)

CA27. Planning 2022-88

Recognize the Service of Schree (Yager) Barrient on the El Portal Planning Advisory Committee (Supervisor Smallcombe)

CA28. Planning 2022-89

Recognize the Service of Danette Toso as a Member of the Code Compliance Advisory Committee

CA29. Public Works RES-2022-517

Waive Encroachment Fee for the 35Th Annual Hornitos Flea Market to be Held on Sunday, October 2, 2022 from 5:00 AM to 5:00 PM at the Hornitos Park

CA30. Public Works RES-2022-518

Declare the 36Th Annual Coulterville Coyotefest to be Held at the Coulterville Town Park, Historic Main Street and Park Avenue on September 23, 24, and 25, 2022, as a County Sponsored Event and Waive Encroachment Fees

CA31. Public Works RES-2022-519

Adopt a Resolution Authorizing the County Administrative Officer to Complete and Submit All Necessary Documents and Application to the California Energy Commission (CEC) Energy Conservation Assistance Act (ECAA) Loan Program and Related California Environmental Quality Act (CEQA) Determination for

New Documents; and Authorize the Board of Supervisors Chair to Sign the Resolution

CA32. Public Works RES-2022-520

Approve Fourth Amendment with Dewberry/Drake Haglan for Engineering Services on the Buckeye Road Bridge Project Extending the Term of Agreement to December 31, 2025 and Increasing Compensation by \$59,346 for a New Amount Not to Exceed \$477,346; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA33. Sheriff's Office RES-2022-521

Approve a One Year Agreement with Stanislaus County Sheriff's Office Coroner's Division for Forensic Pathology Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA34. Sheriff's Office RES-2022-522

Approve a Five-Year Law Enforcement Agreement Between Mariposa County and the United States National Park Service Yosemite National Park to Enhance Law Enforcement Services by Pooling Resources and Receive Mutual Assistance; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA35. Treasurer-Tax Collector-County Clerk RES-2022-523

Approve the Following Actions: (1) Consolidating the Mariposa County Unified School District, Lake Don Pedro Community Service District, John C Fremont Healthcare District, Yosemite Unified School District, and the Yosemite Alpine Community Services District Elections, Bass Lake Joint Union School District with the November 8, 2022 General Election, Pursuant to EC 10401; (2) Directing the County Clerk to Canvass Returns of Said Election Pursuant to EC 10411 and 15301; and (3) Directing the County Clerk to Bill in Full for the Cost of Services Performed Conducting that Portion of the Election Relating to Each of the Respective Districts

E. Departmental Presentation

Chair Smallcombe noted H.1 was withdrawn and rescheduled and the Oak fire update will take place with agenda item H.3.

Jacob Hawley/Mariposa Visitors Center noted the number of visitors this year is much higher than last year with an average of 73 individuals a day. He noted the Mariposa County Fair this year was wonderful, and the Made in Mariposa booth did well selling margaritas.

Maryanne Huff/a Coulterville resident noted Coulterville was voted one of the nicest places in America per Reader's Digest. She noted the Coulterville Community hosted their annual 9/11 remembrance and the Farm and Ranch Tour is scheduled for October 15th. She reminded the Board and public that Coyote Fest is coming up and retired Sheriff Binnewiess is the Grand Marshall.

F. Public Comment on Non-Agenda Items

None.

Recess Board of Supervisors

9:13 AM Chair Smallcombe recessed the Board of Supervisors meeting and the Clerk of the Board read the Government Code Announcement.

G. COUNTY SERVICE AREA 1M (Don Pedro)

9:14 AM Chair Long called the meeting to order.

Public Comment Period

None.

CSA 1M Regular Agenda

1. Public Works CSA1M-2022-7

Approve Budget Action Appropriating Revenue and Expense in the CARES ACT Fund (\$8,000) 4/5th Vote Required

Shannon Hansen/Public Works and Transportation Director gave the staff report and noted this was for emergency generators. No public comment.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

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

2. Public Works CSA1M-2022-8

Approve Budget Action Decreasing the Transfer Out and Increasing General Professional Services for the Mariposa Pines Sewer District Fund (\$6,968) 4/5th Vote Required

Shannon Hansen gave the staff report. No public comment.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

Adjourn CSA 1M

9:17 AM Chair Long adjourned the CSA 1M Meeting.

Reconvene as Board of Supervisors

9:17 AM Chair Smallcombe reconvened the Board of Supervisors meeting.

H. Regular Agenda Items

1. Planning RES-2022-561

Authorize the Destruction of Planning Department Vacation Rental Application Files (Hard Copy Files) that Are More Than Two (2) Years Old
4/5ths Vote Required

RESULT: WITHDRAWN AND RESCHEDULED Next: 9/20/2022 9:00 AM

2. Building RES-2022-524

Waive Building Permit Fees in an Amount Not to Exceed \$3772 Associated with Grading Permits for 10303 & 10307 Highway 49 N and 4990 West Street

Debra Willis/Building Director gave the staff report. She noted the enterprise fund, the fees cannot be waived, but the fees would be billed to the Board of Supervisors.

Steven Huff/Mariposa County History Center read a letter written by Lynn Brashears. Ms. Brashears expressed thanks to the Board for their support and noted without the fees waived the project would be impossible to advance. Mr. Huff then spoke and noted where the grading was taking place is not within the boundaries of the Historical Overlay.

Board discussion ensued. Supervisor Long noted this project is for public benefit. In response to a question from Supervisor Forsythe, Dallin Kimble/County Administrative Officer noted we have options as to where the funds could be pulled but clarified, it would be paid by the County to the building enterprise fund.

ACTION: Board approved the waiving of the building permit fees for the Northern Mariposa County History Center in an amount not to exceed \$3772 noting the fees will be reimbursed to the building enterprise fund from the County.

RESULT: ADOPTED AS AMENDED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Marshall Long, District III Supervisor

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

3. Administration 2022-ORD-1179

Adopt an Interim Urgency Ordinance Establishing Procedures and Requirements for Fire Debris and Hazard Tree Removal (The Alternative Program) 4/5ths Vote Required

Dallin Kimble noted it was a team effort and turned the floor to Dr. Eric Sergienko/County Health Officer who noted there has been a lot of moving parts. He announced they have met with the California Office of Emergency Services (Cal OES) who commended and highlighted the procedures we have in place. Cal OES also commended the County on the use of case managers as it has been an unseen service in other responses. Dr. Sergienko updated the Board on TetraTech's progress noting hazardous material that could be removed without heavy equipment, has been, they

will also look at sites and create a scope and do sampling. Regarding questions regarding debris flow, Dr. Sergienko noted they have been working with a conservation group to put in wattles and are stockpiling equipment for deployment. Julie Simms/Health and Human Services Agency noted the County has 26 trailers. No public comment. Board discussion ensued.

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

I. Items removed from Consent Agenda

None.

J. Board Information

Information was received.

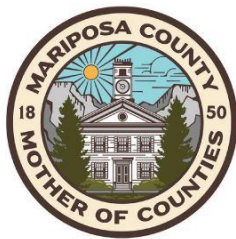
K. Adjournment

10:03 AM Chair Smallcombe adjourned the meeting.

Respectfully submitted,

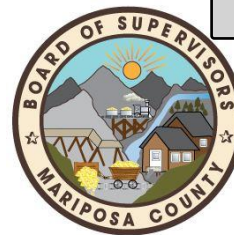
Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2022-501

MEETING: September 13, 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:

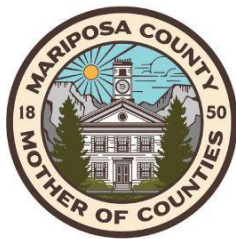
Do not continue the local emergency and the County may not be eligible for possible State or Federal assistance, or proceed with temporary homeless shelter solutions.

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

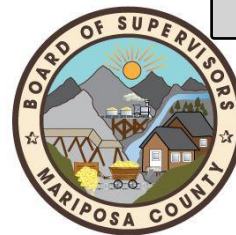
SECONDER: Wayne Forsythe, District IV Supervisor

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



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2022-502

MEETING: September 13, 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: Marshall Long, District III Supervisor

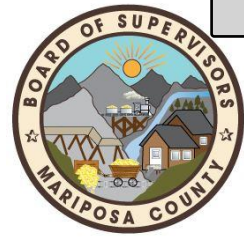
SECONDER: Wayne Forsythe, District IV Supervisor

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



MARIPOSA COUNTY

Sheriff's Office • 209 966-3615



D.3

RESOLUTION - ACTION REQUESTED 2022-503

MEETING: September 13, 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:

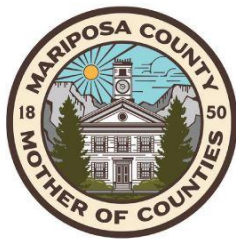
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RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

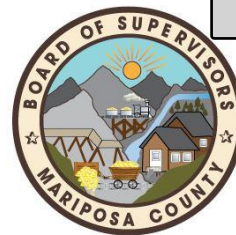
SECONDER: Wayne Forsythe, District IV Supervisor

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



MARIPOSA COUNTY

Administration • 966-3222



RESOLUTION - ACTION REQUESTED 2022-504

MEETING: September 13, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Juvenile Defense Attorney Services Agreement

RECOMMENDATION AND JUSTIFICATION:

Approve the Juvenile Dependency and Juvenile Right-To-Counsel Legal Services Agreement with the Mariposa County Superior Court in an Amount Not to Exceed \$70,225.62; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Mariposa County Superior Court is responsible for providing juvenile dependency legal services. They have contracted with Mariposa County on an annual basis to provide these services through the County's indigent defense / public defender legal services agreements. This agreement would pay the County \$67,857 for these services based on the anticipated number of juvenile dependency cases.

This agreement also provides \$2,368.62 for juvenile right-to-counsel legal services also provided through the County's existing agreements. These services address a change in the law that requires legal counsel to be made available for juveniles subject to custodial interrogations. It is anticipated that contracting in this way will also help reduce the prospective caseloads of court-appointed dependency attorneys.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On January 25, 2022, the Board adopted Resolution 2022-47 approving an agreement with the Mariposa County Superior Court in the amount of \$56,454.

On August 25, 2020, the Board adopted Resolution 2020-515 approving an Agreement with the Mariposa County Superior Court in the amount of \$48,793.

On September 17, 2019, the Board adopted Resolution 2019-530 approving an Agreement with the Mariposa County Superior Court in the amount of \$54,019.

On October 16, 2018, the Board adopted Resolution 2018-497 approving an Agreement with the Mariposa County Superior Court in the amount of \$41,897.

On September 12, 2017, the Board adopted Resolution 2017-598 approving an Agreement with the Mariposa County Superior Court in the amount of \$38,070.

On September 13, 2016, the Board adopted Resolution 2016-460 approving an Agreement with the Mariposa County Superior Court in the amount of \$38,070.

On January 5, 2016, the Board adopted Resolution 2016-6 approving an Agreement with the Mariposa County Superior Court in the amount of \$38,070.

On July 7, 2015, the Board adopted Resolution 2015-316 approving an Amendment increasing the funding allocation for the Juvenile Attorney Services Agreement by \$621.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve. The County may not receive payment from the superior court for providing juvenile dependency legal services.

FINANCIAL IMPACT:

Revenue and appropriations have been included in the Indigent Defense budget that correspond with the Agreement amount.

ATTACHMENTS:

Superior Court Juvenile Dependency FY23 (DOCX)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

AGREEMENT TO PROVIDE JUVENILE DEPENDENCY AND JUVENILE RIGHT-TO-COUNSEL LEGAL SERVICES

THIS AGREEMENT is entered into on September 13, 2022, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County**," and the Superior Court of California, County of Mariposa, hereinafter referred to as "**Court**."

WITNESSETH:

WHEREAS, **County** has entered into agreements with Neal D. Douglass, Eugene Action, and Michael McAfee for public defender legal services; and

WHEREAS, a portion of the public defender legal services rendered are juvenile dependency and juvenile right-to-counsel; and

WHEREAS, it is the responsibility of **Court** to provide juvenile dependency legal services; and

WHEREAS, juvenile right-to-counsel services reduce the caseloads of court-appointed dependency attorneys; and

WHEREAS, **County** and **Court** desire to enter into an Agreement wherein **County** will ensure that juvenile dependency and juvenile right-to-counsel legal services are provided and **Court** will pay **County** for those services; and

WHEREAS, the term of this Agreement will be July 1, 2022, through June 30, 2023.

NOW, THEREFORE in consideration of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

1. **County** agrees to provide juvenile dependency legal services on **Court's** behalf pursuant to the Legal Services Agreement **County** has entered into with the above referenced Attorneys during the term of this Agreement. **County** also agrees to provide juvenile right-to-counsel legal services.
2. **Court** shall pay to **County** the not to exceed amount of Seventy Thousand Two Hundred Twenty Five Dollars and Sixty-Two Cents (\$70225.62) for the term of this agreement. This includes Sixty Seven Thousand Eight Hundred and Fifty Seven Dollars (\$67,857.00) for juvenile dependency legal services and Two Thousand Three Hundred Sixty Eight Dollars and Sixty Two Cents (\$2,368.62) for juvenile right-to-counsel legal services.
3. The sum due hereunder shall be paid in quarterly installments of twenty five percent (25%) of the total sum within 30 days of receipt of invoice.
4. Either party hereto may cancel this Agreement upon sixty (60) days prior written notice to the other party.

COUNTY OF MARIPOSA:

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF MARIPOSA:

ROSEMARIE SMALLCOMBE, Board Chair

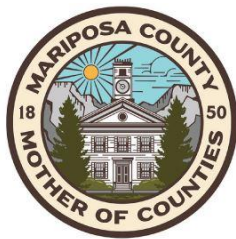
MICHAEL A. FAGALDE, Presiding Judge

ATTEST:

APPROVED AS TO FORM:

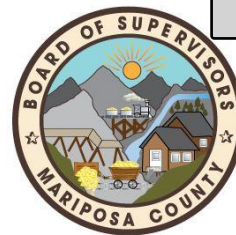
DANIELLE BONDSU, Clerk of the Board

STEVEN W. DAHLEM, County Counsel



MARIPOSA COUNTY

Administration • 966-3222



RESOLUTION - ACTION REQUESTED 2022-505

MEETING: September 13, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Agreement with AKA for Strategic Planning Services for the Southern Sierra Miwuk

RECOMMENDATION AND JUSTIFICATION:

Approve an agreement with Allyson Kelley and Associates for Strategic Planning Services for the Southern Sierra Miwuk Nation in an Amount Not to Exceed \$120,875; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This agreement is the fruit of a many month project to select a qualified consultant to lead the Southern Sierra Miwuk Strategic Plan focused on health, housing, economics and cultural connection. The Southern Sierra Strategic Plan is a Community Development Block Grant funded project initiated by Mariposa County Administration. The staff project team conducted a competitive selection process with a Board approved Request for Qualifications(RFQ) in spring of 2022, from which the County received four responses that were individually ranked by a Miwuk project steering committee. The two highest ranking respondents were then interviewed by project staff. Project staff reported out to the Miwuk Steering committee who then made the selection of Allyson Kelley and Associates as the most qualified candidate to perform the strategic planning services.

This project is fully funded and budgeted. Staff is recommending the approval of the contract for professional services.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

2020-255 Community Development Block Grants, \$250,000 for strategic planning for the Southern Sierra Miwuk.

2022-274 Approve a request for proposals for the Southern Sierra Miwuk Strategic Plan.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Alternatively the Board could ask for revisions. Negative action would have grant eligibility implications

FINANCIAL IMPACT:

The County will receive funds to support staff time and general administration on this project

ATTACHMENTS:**Agreement Strategic Planning AKA(Final) (PDF)****RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]****MOVER:** Marshall Long, District III Supervisor**SECONDER:** Wayne Forsythe, District IV Supervisor**AYES:** Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

AGREEMENT FOR STRATEGIC PLANNING FOR THE SOUTHERN SIERRA MIWUK NATION

THIS AGREEMENT (“Agreement”) is made and entered into this 13 day of September 2022, by and between the County of Mariposa, a political subdivision of the State of California, (“County”), and Allyson Kelley 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 commence on the date first hereinabove written and shall continue until all authorized work is approved by County or May 1, 2024, whichever is earlier.

2. SERVICES

Contractor shall deliver Strategic Planning Services for Southern Sierra Miwuk Nation under the sponsorship of the County. The detailed proposal is 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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed \$120,875. Contractor’s proposed project cost are listed in Exhibit A, County shall pay Contractor within thirty (30) days of receipt of an approved invoice. In the event payments equal the “not to exceed” amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

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

Coverage shall be at least as broad as:

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

limit shall be twice the required occurrence limit.

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

(3) ~~Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.~~ Not Applicable

(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, \$1,000,000 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 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:

Allyson Kelley
69705 Lake Drive
Sisters, OR 97759

COUNTY:

County Administrative Officer
5100 Bullion St.
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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

B. Either party may terminate this Agreement for convenience upon 60 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit A.

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

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

18. 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.

19. 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.

20. 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.

21. 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.

22. MANDATORY AND PERMISSIVE

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

23. 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.

24. 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.

25. 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.

26. CONTROLLING LAW

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

27. 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.

28. 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.

29. 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 part

30. 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.

31. 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
Board Chair

Allyson Kelley, DrPHD MPH CHES

APPROVED AS TO LEGAL FORM:

Steven W. Dahlem
County Counsel

Exhibit A SCOPE OF WORK

ALLYSON KELLEY & ASSOCIATES BUDGET NARRATIVE

1. AKA PLLC Project Staff

Allyson Kelley, Project Oversight

Dr. Allyson Kelley will oversee the project and provide subject matter expertise and guidance in planning, development, analysis, reporting, and interpretation. Dr. Kelley will commit an estimated 80 hours (6.5hr/month) to this project.

Antoinette Medina, Project Lead

Antoinette Medina, Gabrielino-Tongva, will lead all AKA efforts on the project. Her role will include communication with Miwuk project staff, coordination of AKA project activities, facilitation of strategic planning sessions, and any other programmatic support activities. Ms. Medina will commit an estimated 285 hours (24 hrs./month) to this project.

Kelley Milligan, Technical Lead

Kelley Milligan will lead all needs assessment, data, and training needs on this project. This includes supporting the Tribe through technical guidance and expertise in the development, implementation, data collection, data analysis, reporting, and interpretation of findings. Ms. Milligan will commit an estimated 285 hours (24 hrs./month) to this project.

Ashley Weigum, Tribal Intern

Ashley Weigum, Gros Ventre, intern at AKA, will support quantitative and qualitative data processes, including pilot testing, reviewing resources, interviewing, transcribing interviews, and interpreting results. Ms. Weigum will commit overall 120 hours (10 hrs./month) to this project.

STAFFING AND PERSONNEL			
AKA staff	Role	Hours Estimate	Total
Allyson Kelley	Project Oversight	\$150/hr x 80	\$12,000
Antoinette Medina	Project Lead	\$100/hr x 285	\$28,500
Kelley Milligan	Technical Lead	\$100/hr x 285	\$28,500
Ashley Weigum	Intern	\$25/hr x 120	\$3,000
		TOTAL	\$72,000

2. Technical Services

Local Artists

AKA will work with the Tribe to identify one to two local artists that can support artistic visualization of project products and strategic planning sessions. Artists would be compensated through up to \$2,000 stipends for their work.

Design

AKA's lead designer, Linda Donahue, will help visualize the project products, outreach materials, final strategic plan, and reports in a way that represents the Miwuk tribal community. Ms. Donahue

will work closely with local artists to incorporate their work into developed products. Ms. Donahue will commit 75 hours overall to this project.

Technical Experts

AKA will engage subject matter experts, where applicable, to support additional training and content expertise that could be brought in to support skill-building and/or project activities.

TECHNICAL SERVICES		
Technical Service	Rate	Total
Local Artists (2) for Strategic Planning and Content Development	\$2,000 x 2	\$4,000
Additional Technical Experts to Support Training/Skill-Building (if needed)		\$3,000
Design - Linda Donahue	\$100/hr x 75 hrs	\$7,500
	TOTAL	\$14,500

3. Operational and Project Costs

AKA's operation and project costs, including bookkeeping, are an estimated \$4000. The AKA bookkeeper will handle the financial aspects of the contract on the AKA side, including invoicing. Overall, the bookkeeper will commit about 12 hours in total to the project.

OPERATIONAL AND PROJECT COSTS		Total
4. T		
Administrative costs		\$3,000
AKA Bookkeeping		\$1,000
5. TOTAL		\$4,000

4. Travel

The AKA travel budget will support Dr. Allyson Kelley, Antoinette Medina, and Kelley Milligan in traveling to Miwuk to meet in person and become familiar with the culture, land, and community of the Miwuk tribe. Additionally, travel funds will support regular in-person meetings and connections, data activities, trainings, and strategic planning.

TRAVEL	Rates	Total
Lodging and Per Diem	\$165/ day; per diem \$79/day	\$8,000
Airfare and Mileage	PTL - SMF (4 trips @ \$350 RT); 0.62 mile	\$4,000
	TOTAL	\$12,000

5. Discretionary Cost; Per approval of County and Tribal Project Management Team

Contingency		\$6,375
Printing Copy Services		\$5,000
Meetings and Mailing		\$4,500
Special Research task		\$2,500
	TOTAL	\$18,375

Anticipated Workflow and Deliverables

The project is anticipated to follow the following workflow, with milestones indicated below. Dates are flexible and will likely change based on selected consultant's recommendations, but the project must be completed by 6/1/2024.

Phase 1: Initiate (Fall 2022)

- Assembly project management team and steering committee, (tribal and county staff have already assembled this group).
- Review data from recent tribal needs assessment, and county community needs assessment.
- Develop community engagement protocols to guide community dialogue approach
 - The Tribe and County are committed to implementing a community participation strategy that effectively includes segments of the community who traditionally do not participate in traditional planning efforts. Specific strategies for achieving this goal will be developed in coordination with the selected consultant team, who will coordinate the to identify approaches and techniques that will be appropriate and effective in our unique community context. However, anticipated baseline strategies will include, individual interviews, talking circles, potluck gatherings, incentivized events based on demographic groups (elders, youth, families etc), large scale banquet event or participation in scheduled tribal events, opportunities for online engagement, and decentralized "meeting in a box" materials.

Phase 2: Explore (Winter 2022)

- Collect community perspectives based on determined engagement protocols from phase one. Based on focus areas of
 - Substance abuse and mental health services
 - Education services and prevention programs
 - Cultural and spiritual connections
 - Food & Clean Water security and Housing Assistance
- And subgroups
 - Elder/Family/Youth (community issues)
 - Housing, needs and goals
 - Behavioral Mental Health & Substance Abuse issues
 - Environmental issues, water, food, medicine, earth health

Phase 3: Expand (Spring 2023)

- Continue engagement with alternative tribal voices.
- Synthesis core findings and values from community outreach
- Align findings with best practices for native California tribal communities
- Define tribal needs and goals
- Host community workshop to present findings back to steering committee, tribal members and county leadership.

Phase 4: Express (Summer 2023)

- Consultant will draft strategic plan based on tribal goals, values and present opportunities.
 - Key values, needs and goals will be presented in an accessible easy to read narrative.
 - Consultant will include recent legislative and policy opportunities for native Californian community health, indigenous land management as well as educational and economic programs.
 - Consultant will include private funding opportunities that will help meet the community objectives.
 - Flow charts(pathways) to achieve community values and goals in the four focus areas will be detailed, and should include relationships with partners, funding opportunities, land and housing opportunities and inner tribal empowerment.

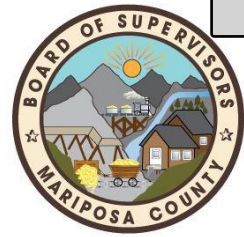
Phase 5: Execute (Fall-Winter 2024)

- Produce and adopt final
 - Ultimately, the final deliverable should be a tribal consensus reference point that can used to look back on history and traditions while moving forward into the future.
 - The recommendations should be able to easily be incorporated into grant opportunities and local, state and regional policy.
 - Adopted by the Southern Sierra Miwuk Tribal Council



MARIPOSA COUNTY

Agricultural Commissioner • (209) 966-2075



D.6

RESOLUTION - ACTION REQUESTED 2022-506

MEETING: September 13, 2022

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: 2022/2023 High Risk Program Cooperative Agreement No 22-1369-000-SG

RECOMMENDATION AND JUSTIFICATION:

Approve the High-Risk Program Cooperative Agreement No. 22-1369-000-SG for Fiscal Year 2022/2023 with the California Department of Food and Agriculture (CDFA); and authorize the Board of Supervisors Chair to sign the Agreement.

The High-Risk Program Agreement for Pest Exclusion will provide funds for the first line of defense for California agriculture. Inspections provide protection from the introduction or spread of harmful insects, plant diseases, weeds, and other pests into the county through the movement of plants and plant products as well as other items through normal channels of trade. Inspections for high-risk invasive pests such as Gypsy Moth, Japanese Beetle, Imported Red Fire Ant, Light Brown Apple Moth and many more. Inspections include nursery stock, parcel inspections, moving companies and more from any state with High-Risk pests.

The total available FY 2022/2023 contract amount for this agreement is \$1,959.16.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The previous cooperative agreement for FY 2021/2022 was approved by Resolution No. 2021-493.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not approving this agreement, subvention funds will not be received for the High-Risk Program for Pest Exclusion Inspection to defray the funds expended for work performed in this program.

FINANCIAL IMPACT:

The subvention amount of \$1,959.16 for this agreement was included in the FY 2022/2023 budget revenues

ATTACHMENTS:

22 23 High Risk 22-1369-000-SA (PDF)

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

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

State of California, Department of Food and Agriculture
 AGREEMENT
 GAU-03 (Rev.7/2022)

**COOPERATIVE AGREEMENT
 SIGNATURE PAGE**

AGREEMENT NUMBER

22-1369-000-SG

1. This Agreement is entered into between the State Agency and the Recipient named below:
 STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
 RECIPIENT'S NAME
COUNTY OF MARIPOSA
2. The Agreement Term is: July 1, 2022 through June 30, 2023
3. The maximum amount of this Agreement is: \$1,959.16
4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Prime Award Information 2 Page(s)
 Recipient and Project Information

Exhibit B: General Terms and Conditions 5 Page(s)

Exhibit C: Payment and Budget Provisions 2 Page(s)

Attachments: Scope of Work and Budget

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

RECIPIENT

RECIPIENT'S NAME (*Organization's Name*)

COUNTY OF MARIPOSA

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

Post Office Box 905, Mariposa, CA 95338-0905

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

LAURA RODRIGUEZ, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
 SACRAMENTO, CA 95814

CJ

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
County Agricultural Commissioners will perform high risk Pest Exclusion inspections and enforcement activities per the Food and Agricultural Code 2282.5.

Project Title: High Risk Program

2. The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Robert Soltero	Name: Monica Nielsen
Division/Branch: PHPPS/PEST EXCLUSION	Organization: COUNTY OF MARIPOSA
Address: 1220 N Street	Address: Post Office Box 905
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Mariposa, CA 95338-0905
Phone: 916-654-0312	Phone: 209-742-1408
Email Address: robert.soltero@cdfa.ca.gov	Email Address: mnielsen@mariposacounty.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Shadi Moscoupos	Name: Monica Nielsen
Division/Branch: PHPPS/PEST EXCLUSION	Organization: County of Mariposa
Address: 1220 N Street	Address: PO Box 905
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Mariposa, CA 95338
Phone: 916-531-5747	Phone: 209-966-2075
Email Address: shadi.moscouplos@cdfa.ca.gov	Email Address: agcomm@mariposacounty.org

**FISCAL CONTACT FOR RECIPIENT
(if different from above):**

Name:

Organization:

Address:

City/State/Zip:

Phone:

Email Address:

4. RECIPIENT: Please check appropriate box below:

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

GENERAL TERMS AND CONDITIONS**1. Approval**

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq.*). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, or the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

Reimbursement under this Agreement may be suspended, terminated, or both, and the Recipient may be subject to debarment if CDFA determines that the Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing to the CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received notification and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

18. Non-Material Breach

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. The Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that the Recipient is not in material breach but that the Project is not being implemented in accordance with the provisions of this Agreement, or that the Recipient has failed in any other respect to comply with the provisions of this Agreement, and the Recipient has failed to remedy any such failure in a reasonable and timely manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Recipient agrees to pay all enforcement costs incurred by CDFA including, if CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

19. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

20. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

21. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

22. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

27. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C**PAYMENT AND BUDGET PROVISIONS****1. Invoicing and Payment**

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources ([CalHR](#)). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration ([GSA](#)).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

SCOPE OF WORK

County High Risk Pest Exclusion Program

July 1, 2022 - June 30, 2023

The county agrees to perform County High Risk Pest Exclusion Program enforcement and inspection activities for the California Department of Food and Agriculture (CDFA) in compliance with the requirements imposed by:

1. Food and Agricultural Code (FAC) Division 2, Chapter 2, Article 8, Section 2282.5 (**Appendix A**) and
2. FAC Division 4, Part 2, Chapter 1, Article 1, Section 6303 (**Appendix A**) and
3. FAC Division 4, Part 2, Chapter 2, Article 1, Section 6401 and 6403 (**Appendix A**).

This contract is inclusive of the county's contract to perform activities approved by the CDFA as described in the attached projected work plan (budget and personnel cost worksheet), monthly invoice, and by this reference made a part hereof.

Key actions to be conducted under this contract include:

SECTION 1: PERSONNEL ACTIVITIES

- a. **Pest Exclusion Inspections**
 - i. **Air Freight/Air Freight Forwarded**
 - ii. **Nursery Stock**
 - iii. **Parcel Terminals**
 - iv. **Additional Pathways**
- b. **Data Entry/Sample Submission**
 - i. **PDR**
 - ii. **PEIM**
- c. **Circumstantial Notification**

SECTION 2: NON-PERSONNEL

- a. **Supplies/Equipment**
- b. **Vehicle/Mileage**

SECTION 3: REPORTING/INVOICING

- a. **Monthly Activity Report (Report 4a)**
- b. **Invoicing/Reimbursement**
 - i. **Allowable Costs**
 - ii. **Monthly Activity Report Required for Reimbursement**
 - iii. **Hourly Rate(s) on Invoices**
 - iv. **Personnel on Invoice Must Match Work Plan**
 - v. **Documentation**
 - vi. **Submission of Monthly Invoice**

SECTION 1: PERSONNEL ACTIVITIES

a. Pest Exclusion Inspections

The county agrees to perform pest exclusion inspection activities for the pathways listed below (i-iv) targeting all federal, foreign, and state quarantine pests. The county also agrees to perform inspection activities targeting all state and federal actionable pests including insect species, diseases, or other organisms that may adversely affect agriculture and the economy of the State.

This contract is inclusive of pest exclusion inspections of the following pathways:

- i. **Air Freight/Air Freight Forwarded** (detailed in **Appendix B**)
- ii. **Nursery Stock** (detailed in **Appendix C**)
- iii. **Parcel Terminals** (detailed in **Appendix D**)
- iv. **Additional Pathways** (detailed in **Appendix E**)

b. Data Entry/Sample Submission

The county is responsible for ensuring the following data sets are accurately completed in a timely manner:

i. Pest and Damage Record (PDR)

County must send all samples to the CDFA Plant Pest Diagnostics Center (PPDC) for identification. The county must complete an electronic copy of CDFA's PDR on the CDFA Extranet (<http://phpps.cdfa.ca.gov/user/frmLogon2.asp>). A hard copy of the PDR must accompany the samples to the PPDC.

"HR-High Risk Pest Exclusion" must be selected as the <Program> for each PDR submitted to the PPDC for this program.

ii. Pest Exclusion Information Management (PEIM)

The county must complete a Notice of Rejection (NOR) using the PEIM system available on the CDFA Extranet (<http://phpps.cdfa.ca.gov/user/frmLogon2.asp>). The "High Risk" program must be selected on all NORs.

c. Circumstantial Notification

The county is responsible for ensuring the following data sets are accurately completed in a timely manner:

- i. County must report detection of live suspect Tephritid fruit fly larvae to Pest Exclusion within 24 hours.
- ii. County must use the USDA/SITC Referral Form (SO-155) report interceptions that involve significant federal quarantine violations associated with citrus and/or federally actionable pest situations involving foreign origin material available at <http://phpps.cdfa.ca.gov/PE/InteriorExclusion/CPTM/pdf/SO-155USDASITCFORM.pdf>.
- iii. County must notify an Interior Pest Exclusion Environmental Scientist or a Senior Environmental Scientist by phone at (916) 654-0312 regarding the interception of pests subject to a State Exterior Quarantine or Federal Domestic Quarantine.

SECTION 2: NON-PERSONNEL

a. Supplies/Equipment

Supplies and equipment are not reimbursable under this contract.

b. Vehicle/Mileage

Vehicle costs and mileage are not reimbursable under this contract.

SECTION 3: REPORTING/INVOICING REIMBURSEMENT:

a. Monthly Activity Report (Report 4a)

The county must utilize the online County Monthly Reporting system (<https://secure.cdfa.ca.gov/egov/crs/login.aspx>) to submit a Monthly Activity Report for the County High Risk Pest Exclusion Program. Monthly Activity Reports need to be submitted no later than the fifth day of the month following when the activities took place. Questions about reporting can be directed to Robert Soltero at Robert.Soltero@cdfa.ca.gov or by calling (916) 654-0312.

b. Invoicing/Reimbursement

The county must submit monthly an itemized invoice using the provided template (**Appendix F**), on county letterhead, and submit to the CDFA no later than 30 days after the end of the coinciding reporting period. Incomplete or incorrectly filled out invoices will no longer be accepted and returned to county for corrections prior to processing.

i. Allowable Costs

All invoiced expenses must fall within the parameters of this "Scope of Work" and must be directly related to administering and conducting County High Risk Pest Exclusion Program related activities.

ii. Monthly Activity Report Required for Reimbursement

Invoices will not be submitted for reimbursement until submission of the online Monthly Activity Report for the invoicing period has been entered by the county and verified by CDFA (see Section 3a. Monthly Activity Report above). Monthly Activity Report hours must match invoice hours and must be in funded pathways before invoices will be submitted for reimbursement.

iii. Hourly Rate(s) on Invoices

Invoices must reflect the actual hourly rates (salary and benefits) per individual or classification that worked on the program.

iv. Personnel on Invoice Must Match Work Plan

Invoices must reflect work performed by individuals or classifications listed on the work plan. County may select to subcontract with Cooperative Agricultural Staff Services (CASS) to conduct work outlined in this "Scope of Work".

v. Documentation

Documentation applicable to reimbursement for expenses does not need to be submitted to CDFA but must be retained by the county and must be made available for audit purposes.

vi. Submission of Monthly Invoice

Send County High Risk Pest Exclusion Program monthly invoice via email to CDFA.PEB_Interior_Reporting@cdfa.ca.gov. Questions about invoicing/reimbursement can be directed to Robert Soltero (Robert.Soltero@cdfa.ca.gov) via email or by calling (916) 654-0312.

County High Risk Pest Exclusion Program Appendix Index

Appendix A.....	FAC 2282.5, 6303, 6401, 6403
Appendix B.....	Air Freight/Air Freight Forwarded Inspection Guidelines
Appendix C.....	Nursery Stock Inspection Guidelines
Appendix D.....	Parcel Terminals Inspection Guidelines
Appendix E.....	Additional Pathways Guidelines
Appendix F.....	Monthly Invoice Template

FOOD AND AGRICULTURAL CODE

SECTION 2282.5

- (a) The development of work plans for allocation of the funding appropriated in the Budget Act to the department for local assistance for agricultural plant and animal pest and disease prevention shall be the responsibility of the department. The department shall establish criteria for the development of the work plans and for allocating the appropriated funds.
- (b) Of the amount appropriated in the Budget Act to the department for local assistance for agricultural plant and animal pest and disease prevention, five million five hundred thousand dollars (\$5,500,000) shall be utilized solely for high-risk pest exclusion activities. The work plans for the exclusion of high-risk pests shall be developed by the department with the county agricultural commissioners and in consultation with affected industry representatives. In order to determine the effectiveness of high-risk pest exclusion programs in each county, the criteria established by the department for the work plan shall include, but need not be limited to, the following:
 - (1) The number of high-risk plant shipments entering each county.
 - (2) The number of high-risk entry points in each county.
 - (3) The number of state action quarantine pests intercepted or detected annually in each county.
 - (4) The work hours expended by each county in conducting exclusion of high-risk pests.
 - (5) The rate of interceptions and rejections per inspection activity.
- (c) To remain eligible for funding under this section, a county shall maintain its support of ongoing operational costs of the county agricultural commissioner programs listed in subdivision (b) of Section 2282, at 1997-98 fiscal year levels.
- (d) Funds allocated for high-risk pest exclusion activities pursuant to subdivision (b) may not be expended for any purpose other than the exclusion or detection of high-risk pests consistent with the work plans prescribed in subdivision (a) or scientific evaluation. Funds allocated by each county on or after September 28, 1998, shall not be allocated to other programs listed in subdivision (b) of Section 2282 until the county work plan is approved by the department consistent with the funding appropriated in the Budget Act to the department for local assistance for agricultural plant and animal pest and disease prevention for this purpose.

FOOD AND AGRICULTURAL CODE

SECTION 6303.

- (a) It is unlawful for any person, except under written permission from a plant quarantine officer or under his specific direction, to move any lot or shipment of plants or other things to which a warning tag or notice has been affixed pursuant to this division, or to remove, alter, destroy, deface, or mutilate any such warning tag or notice.
- (b) If any shipment of plants or things is allowed to transit the state or transit to a given destination county under a quarantine warning-hold notice, the shipment of plants or things shall not be diverted to another destination without the written permission of the director or the commissioner of the destination county.
- (c) Diversion of a shipment as described in subdivision (b) is unlawful.

- (d) If a shipment of plants or things requires a state or county plant quarantine officer to be present at the destination to supervise the unloading, inspection, or treatment of a quarantine shipment, the director or commissioner, as the case may be, may charge the shipper or receiver a service fee for the cost of the services. Service fees shall be determined based on the director or commissioner's costs for the services rendered.

**FOOD AND AGRICULTURAL CODE
SECTION 6401.**

It is unlawful for any person to transport, receive, or import into the state any plant or anything against which a quarantine has been established, or any plant, unless he does both of the following:

- (a) Notifies the director or the commissioner of the county in which the plant or thing is received, of the arrival of the plant or thing immediately after its arrival.
- (b) Holds the plant, or thing for immediate inspection by the director or commissioner, without unnecessarily moving it, or placing it where it may be harmful.

**FOOD AND AGRICULTURAL CODE
SECTION 6403.**

The officer who makes the inspection may enter at any time into any conveyance or place within the state where the plant or thing is located to ascertain whether it is, or is liable to be, infested or infected with any pest.

INSPECTION GUIDELINES FOR AIR FREIGHT/AIR FREIGHT FORWARDED

The county will perform pest exclusion activities approved by the CDFA as described below for Air Freight/Air Freight Forwarded.

Definitions:

- **Air Freight:** Air cargo shipments of plant material inspected at an airport facility.
- **Air Freight Forwarded:** Any shipment that entered the state via air freight and was forwarded to the destination county under a warning hold notice (blue tag), by compliance agreement authorization, or other shipments that were not previously inspected and released.

Pest exclusion activities of Air Freight/Air Freight Forwarded may include, but are not limited to the following:

1. Reviewing invoices for content origin/destination.
2. Checking shipments for quarantine compliance.
3. Rejecting shipments that are in violation of Food and Agricultural Codes and quarantines.
4. Inspecting for pests (i.e., imported fire ant, Asian citrus psyllid, arthropods, gastropods, and weeds).
5. Sampling for nematodes (less than 100 percent of all shipments may be sampled for nematodes; the decision to conduct nematode sampling on individual shipments should be based upon nematode detection history of the shipper and pest risk associated with the type(s) of plant material in the shipment).
6. Data entry, sample submissions, and reporting as outlined in Scope of Work, sections 1 & 3.
7. Notifying the Interior Pest Exclusion Program of the presence of any significant pest finds and/or repeat certification violations.
8. Sealing shipments (up to 1 percent of all shipments may be sent under seal to the receiver with the concurrence of the receiving county; receiving county inspectors shall be present to break the seal and monitor the unloading of all sealed shipments).
9. Reviewing Pest Exclusion Advisories and relevant reports maintained on the CDFA Interior Pest Exclusion Extranet site.

Inspecting shipments of propagative plant material, fruits and vegetables is the highest priority. Inspecting shipments of cut flowers and greenery is a lower priority. As quarantine areas and commercial channels change, county biologist(s) shall prioritize high risk inspection activities as appropriate to meet the changing needs.

The county shall determine the time of day and week the inspections are to occur. If a county finds it necessary to deviate from its approved work plan, said county will notify the Interior Pest Exclusion Program of any changes.

INSPECTION GUIDELINES FOR NURSERY STOCK

The county will perform pest exclusion activities approved by the CDFA as described below for nursery stock.

Definitions:

- **Nursery Stock:** Nursery stock shipments that arrive under warning hold notice (008) from Florida, Hawaii, and southern states*. All shipments will have entered California via truck through a border station or via ship and then trucked from the port to the destination. This does not include blue-tagged intrastate shipments of nursery stock inspected for glassy-winged sharpshooter.

Pest exclusion activities of nursery stock may include, but are not limited to the following:

1. Reviewing invoices and warning hold notices for content origin/destination.
2. Checking shipping documents for quarantine compliance.
3. Rejecting shipments that do not adhere to quarantine compliance.
4. Inspecting for pests (i.e., imported fire ant, Asian citrus psyllid, arthropods, gastropods, and weeds).
5. Sampling for nematodes (less than 100 percent of all shipments may be sampled for nematodes, the decision to conduct nematode sampling on individual shipments should be based upon nematode detection history of the shipper and pest risk associated with the type(s) of plant material in the shipment).
6. Data entry, sample submissions, and reporting as outlined in Scope of Work, sections 1 & 3.
7. Notifying the Interior Pest Exclusion Program of the presence of any significant pest finds including and/or repeat certification violations.
8. Sealing shipments (up to 1 percent of all shipments may be sent under seal to the receiver with the concurrence of the receiving county; receiving county inspectors shall be present to break the seal and monitor the unloading of all sealed shipments).
9. Reviewing Pest Exclusion Advisories and relevant reports maintained on the CDFA Interior Pest Exclusion Extranet website.

The county shall determine the time of day and week the inspections are to occur. If a county finds it necessary to deviate from its approved work plan, said county will notify the Interior Pest Exclusion Program of any changes.

*Southern states are considered those states that are regulated by State Exterior Quarantine CCR 3271-Burrowing and Reniform Nematode and Federal Domestic Quarantine 7 CFR 301.81-Imported Fire Ant.

INSPECTION GUIDELINES FOR PARCEL TERMINALS

The county will perform pest exclusion activities approved by the CDFA as described below for parcel terminals.

Definitions:

- **Parcel Terminals:** FedEx (Express and Home Delivery only), United Parcel Service (UPS), and United States Postal Service (USPS) facilities in your county.

Pest exclusion activities for parcel facility inspections may include, but are not limited to the following:

1. Reviewing invoices for content origin/destination.
2. Checking parcels for quarantine compliance.
3. Rejecting parcels that do not adhere to quarantine compliance.
4. Inspecting for pests (i.e., imported fire ant, Asian citrus psyllid, arthropods, gastropods, and weeds).
5. Sampling for nematodes (less than 100 percent of all shipments may be sampled for nematodes. The decision to conduct nematode sampling on individual shipments should be based upon nematode detection history of the shipper and pest risk associated with the type(s) of plant material in the shipment).
6. Data entry, sample submissions, and reporting as outlined in Scope of Work, sections 1 & 3.
7. Notifying the Interior Pest Exclusion Program of the presence of any significant pest finds including but not limited to repeat certification violations.
8. Notifying affected parties of a rejection.
9. Reviewing Pest Exclusion Advisories and relevant reports maintained on the CDFA Interior Pest Exclusion Extranet website.
10. Parcel Call Center activities, including counties interacting with the parcel call center for inspection consent on USPS packages.

Inspecting shipments of propagative plant material, fruits and vegetables is the highest priority. Inspecting shipments of cut flowers and greenery is a lower priority. As quarantine areas and commercial channels change, county biologist(s) shall prioritize high risk inspection activities as appropriate to meet the changing needs.

The county shall determine the time of day and week the inspections are to occur. If a county finds it necessary to deviate from its approved work plan, said county will notify the Interior Pest Exclusion Program of any changes.

INSPECTION GUIDELINES FOR ADDITIONAL PATHWAYS

The county will perform pest exclusion activities approved by the CDFA as described below for additional pathways.

Definitions:

Additional Pathways:

- Beehives – inspections of beehives that do not include Bee Safe Program activities
- Facilities and Properties – inspections of recreation vehicle (RV) parks and other recreational properties/facilities
- Grain – inspections of grain and storage facilities as described in CCR 3556, and inspections of mills/storage facilities inspections of grain that may host high risk pests
- Gypsy Moth (Spongy Moth) – inspections conducted at residential, storage, or other locations (such as military facilities) on articles regulated by the Federal Domestic Gypsy Moth Quarantine
- Hay 008 – inspections of hay shipments that arrive under warning hold notice (008)
- Other Parcel – inspections conducted at Amazon, CA Overnight, DHL, FedEx Ground, GLS/GSO, or OnTrac
- Post Entry – inspection of facilities and growing grounds receiving post entry quarantine material to ensure compliance with importing requirements
- Roadside Vendors – inspections of independent vendors selling agricultural products by or near public roads
- Seed 008 – inspections of seed shipments that arrive under warning hold notice (008)
- Special Survey - Pest Exclusion inspection activities involving survey of quarantine pests detected in interstate and international transit, as approved by CDFA
- Specialty Warehouse/Markets – inspections conducted at warehouses/markets that cater towards a given community
- Spotted Lanternfly – inspections conducted at residential, storage, or other locations (such as military facilities) on articles regulated by the State Exterior Spotted Lanternfly Quarantine
- Swapmeets/Flea Markets – inspections conducted at multiple independent vendors at one location
- Truck – inspections of plant shipments not from Florida, Hawaii, or southern states*

Pest exclusion activities for Additional Pathways inspections may include, but are not limited to, the following:

1. Reviewing invoices for content origin/destination.
2. Checking agricultural products, shipments, material, or means of conveyance for quarantine compliance.
3. Rejecting agricultural products, shipments, or material that are in violation of Food and Agricultural Codes and quarantines.
4. Inspecting for pests (i.e., imported fire ant, Asian citrus psyllid, arthropods, gastropods, and weeds).
5. Sampling for nematodes (less than 100 percent of all shipments may be sampled for nematodes. The decision to conduct nematode sampling on individual shipments should be based upon nematode detection and pest risk associated with the type(s) of plant material).
6. Data entry, sample submissions, and reporting as outlined in Scope of Work, sections 1 & 3.

Appendix E

7. Notifying the Interior Pest Exclusion Program of the presence of any significant pest finds and/or repeat certification violations.
8. Notifying affected parties of a rejection.
9. Reviewing Pest Exclusion Advisories and relevant reports maintained on the CDFA Interior Pest Exclusion Extranet site.

The county shall determine the time of day and week the inspections are to occur. If a county finds it necessary to deviate from its approved work plan, said county will notify the Interior Pest Exclusion Program of any changes.

* Southern states are considered those states that are regulated by State Exterior Quarantine CCR 3271-Burrowing and Reniform Nematode and Federal Domestic Quarantine 7 CFR 301.81-Imported fire ant.

California Department of Food and Agriculture
 Plant Health and Pest Prevention Services
 Email: CDFA.PEB_Interior_Reporting@cdfa.ca.gov

County High Risk Pest Exclusion Program
 Agreement #
 Budget Display FY 2022/2023
 Invoice for Period from 07/01/2022 to 06/30/2023

Personnel Services

Employee and Classification	Total Hours	Hourly Rate	Total Salaries
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	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 Hours	0.00	Total Salaries	0.00
Total Personnel Services			0.00
Indirect (up to 25% of Personnel Services)			0.00
Grand Total:			0.00

Agreement Amount
 Billed to Date
 Balance

0.00
0.00
0.00

High Risk Pest Exclusion Program
County Work Plan
FY 2021/2022
July 1, 2022 through June 30, 2023

County: Mariposa
Agreement Manager: Monica Nielsen



	# of Facilities Requiring Activities	Estimated Visits/Year/Facility	Estimated Hours/Visit ³	Total Estimated Hours/Year
Parcel	1	2	0.5	1.00
Air Freight				0.00
Nursery Stock				0.00
Additional Pathways	12	2	1.5	36.00
Administrative Support ⁷				0.00
Total Hours ¹ :				37.00
Estimated Annual Cost ² :				\$1,959.16

Cost per Pathway ⁴
\$ 52.95
\$ -
\$ -
\$ 1,906.21
\$ -
\$ 1,959.16

:Estimated Cost⁵

52.95027027 :Total Cost per Hour⁶

The Personnel Cost Worksheet must be submitted with work plan.

¹ Total Hours must match the "Total Hours" on the personnel cost worksheet.

² Estimated Annual Cost must match the "Estimated Annual Cost" on the personnel cost worksheet.

³ In addition to inspections, estimated hours/visit for each pathway may also include data entry, sample submissions, and reviewing advisories.

⁴ Cost Per Pathway will calculate out once the "Total Hours" and "Estimated Annual Cost" are completed.

⁵ Estimated Cost should calculate out to match the "Estimated Annual Cost".

⁶ "Total Hours" is divided by the "Estimated Annual Cost" to equal the Total Cost Per Hour.

⁷ Administrative Support includes completing Monthly Activity Report 4a and monthly invoicing.

High Risk Pest Exclusion Program
County Personnel Cost Worksheet
FY 2022/2023
July 1, 2022 through June 30, 2023

County: Mariposa

Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
Agricultural & Standards Inp I	\$27.61	\$12.78	\$40.39	18.5	\$747.22
Agricultural & Standards Inp I	\$29.95	\$14.38	\$44.33	18.5	\$820.11
Title 3	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 4	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 5	\$0.00	\$0.00	\$0.00	0	\$0.00
Total Hours/Cost ¹ :				37	\$1,567.33
Insert Overhead Cost Percentage ² :					\$391.83
Estimated Annual Cost ³ :					\$1,959.16

The work plan must be submitted with the personnel cost worksheet.

¹ Total Hours must match the "*Total Hours*" on the work plan.

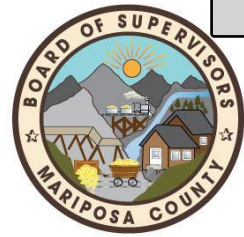
² Overhead Cost Percentage must not exceed 25%.

³ Estimated Annual Cost must match the "*Estimated Annual Cost*" on the work plan.



MARIPOSA COUNTY

Agricultural Commissioner • (209) 966-2075



D.7

RESOLUTION - ACTION REQUESTED 2022-507

MEETING: September 13, 2022

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: 2022/2023 Nursery Inspection Program Agreement No 22-1107-000-SA

RECOMMENDATION AND JUSTIFICATION:

Approve the Nursery Inspection Program Cooperative Agreement No. 22-1107-000-SA for Fiscal Year 2022/2023 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement.

This cooperative agreement provides State subvention funds for work performed in Mariposa County in nursery inspection and licensing. There is no change in the cooperative agreement or subvention amount from previous cooperative agreements.

The total available Fiscal Year 2022/2023 subvention amount for this nursery inspection cooperative agreement is \$500.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Last year's cooperative agreement was approved by Resolution No. RES-2021-492

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not approving this agreement, subvention funds will not be received for the Nursery Inspection program to defray the funds expended for work performed in this program.

FINANCIAL IMPACT:

The subvention amount \$500 for this cooperative agreement for nursery inspection with CDFA was included in the Fiscal Year 2022/2023 budget.

ATTACHMENTS:

22 23 Nursery 22-1107-000-SA (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

State of California, Department of Food and Agriculture
 AGREEMENT
 GAU-03 (Rev.7/2022)

**COOPERATIVE AGREEMENT
 SIGNATURE PAGE**

AGREEMENT NUMBER

22-1107-000-SA

1. This Agreement is entered into between the State Agency and the Recipient named below:
 STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
 RECIPIENT'S NAME
COUNTY OF MARIPOSA
2. The Agreement Term is: July 1, 2022 through June 30, 2023
3. The maximum amount of this Agreement is: \$500.00
4. The parties agree to comply with the terms and conditions of the following exhibits and attachment which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)
Attachments: Scope of Work and Budget	

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

RECIPIENT

RECIPIENT'S NAME (*Organization's Name*)
COUNTY OF MARIPOSA

BY (<i>Authorized Signature</i>) ?	DATE SIGNED
---	-------------

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
 Post Office Box 905, Mariposa, California 95338

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (<i>Authorized Signature</i>) ?	DATE SIGNED
---	-------------

PRINTED NAME AND TITLE OF PERSON SIGNING

LAURA RODRIGUEZ, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
 1220 N STREET, ROOM 120
 SACRAMENTO, CA 95814

NM

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
Recipient shall inspect all nursery stock at all producers/wholesale nursery locations within the County and enforce all laws and regulations pertaining to nursery stock.

Project Title: Nursery Inspection Program

2. The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Kristina Weber	Name: Monica Nielsen
Division/Branch: PHPPS / Pest Exclusion	Organization: County of Mariposa
Address: 1220 N Street	Address: PO Box 905
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Mariposa, CA 95338
Phone: 916-654-0435	Phone: 209-742-1408
Email Address: kristina.weber@cdfa.ca.gov	Email Address: agcomm@mariposacounty.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Michael Paule	Name: Monica Nielsen
Division/Branch: PHPPS / Pest Exclusion	Organization: County of Mariposa
Address: 1220 N Street	Address: PO Box 905
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Mariposa, CA 95338
Phone: 916-738-9967	Phone: 209-966-2075
Email Address: michael.paule@cdfa.ca.gov	Email Address: Agcomm@mariposacounty.org

**FISCAL CONTACT FOR RECIPIENT
(if different from above):**

Name:

Organization:

Address:

City/State/Zip:

Phone:

Email Address:

4. RECIPIENT: Please check appropriate box below:

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

GENERAL TERMS AND CONDITIONS**1. Approval**

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq.*). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, or the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

Reimbursement under this Agreement may be suspended, terminated, or both, and the Recipient may be subject to debarment if CDFA determines that the Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing to the CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received notification and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

18. Non-Material Breach

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. The Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that the Recipient is not in material breach but that the Project is not being implemented in accordance with the provisions of this Agreement, or that the Recipient has failed in any other respect to comply with the provisions of this Agreement, and the Recipient has failed to remedy any such failure in a reasonable and timely manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Recipient agrees to pay all enforcement costs incurred by CDFA including, if CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

19. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

20. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

21. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

22. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. Amendments

D.7.a

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

27. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Attachment: 22 23 Nursery 22-1107-000-SA (RES-2022-507 : 2022/2023 Nursery Inspection Program Agreement No 22-1107-000-SA)

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources ([CalHR](#)). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration ([GSA](#)).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

Scope of Work

The amount payable shall not exceed the total agreement dollar amount outlined within this agreement. Recipient shall be paid on a per acre basis for inspection and reinspection at a rate of \$24.59 per reimbursable acre.

Recipient agrees to provide to the California Department of Food and Agriculture (CDFA) all equipment and labor necessary to perform inspection and enforcement activities. The activities under this Agreement shall be completed within the timeframe outlined. Recipient shall inspect all nursery stock at all producer/wholesale nursery locations within the County (specifically not included is nursery stock in the first year of a two-year production cycle, plant materials in parent stock or propagative stock beds or blocks that are not to be inspected and nursery stock that is entered in one of the State's registration or certification programs and is inspected by State staff).

Recipient is expected to enforce all laws and regulations pertaining to nursery stock, including licensing requirements, in accordance with the Memorandum of Understanding between CDFA and the California Agricultural Commissioners and Sealers Association entitled "State-County Nursery Inspection Program." Recipient shall respond to complaints against nursery establishments.

Recipient is expected to submit Quarterly Invoices and all supporting documentations within 30 days of the conclusion of each quarter. All invoice payments shall be made quarterly, in arrears, upon submission and approval of an itemized invoice which includes Report Number 7 Summary and Supplement Forms (see attached sample invoice, Report Number 7). Recipient shall submit the itemized invoice on County letterhead referencing the Cooperative Agreement Number by email to nurseryservices@cdfa.ca.gov.

A Final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. Recipient is expected to clearly mark final invoice with "Final Invoice", thus indicating that all payment obligations from CDFA under this Agreement have ceased and that no further payments are due or outstanding. Please allow 6-8 weeks for processing of payments. Any encumbered funds remaining on the contract agreement after the final invoice has been processed, will be disencumbered on the 31st day of October or the next business day.

Recipient shall be paid based on the Recipient's actual hourly staff rate for the current Fiscal Year for nursery investigative work on enforcement actions, such as administrative hearings, court hearings, and disciplinary actions including abatement related to nursery laws provided such investigative work is approved in advance by the CDFA Grant Manager. Payments made for enforcement activity invoices shall be paid out from the county contract amount. Please note that all types invoicing cannot exceed total contracted amount.

Nursery compliance reinspections may be reported for invoicing at the applicable acreage reimbursement rate per this agreement. Reinspection is defined as the time spent on follow-up inspections of nurseries where pests had been found to determine

compliance with pest cleanliness requirements, trace backs/trace forwards, nursery licensing, complaints, spot checks, reconditioning nursery stock, and release or disposition of lots placed on hold for noncompliance. These inspections must be indicated under 'Reinspection for Noncompliance' on Supplement 3 form. Indicate only the acreage that was reinspected and include the time spent conducting the reinspection. All reinspection activities are to be documented using the Supplement 3 form of the Report 7 (See attached sample Supplement 3).

County Letterhead

Date: _____

To: Michael Paule
California Department of Food and Agriculture
Pest Exclusion Branch, Nursery Services
1220 N Street, Room 221
Sacramento, CA 95814

**Invoice(s) must be accompanied by
Report 7 Summary and Supplemental
Page(s).**

**Please submit Invoices and Report 7
Quarterly.**

County of _____

Cooperative Agreement Number 22- XXXX-XXX- SA

Fiscal Year 22/23

Invoice for _____ Quarter

Invoice Number _____

Invoice Detail	Amount	Reimbursement Rate	Totals
Paid from Cooperative Agreement Balance			
Type 1 Acres = (includes re-inspection acres)	100 Acres X	\$24.59 =	\$2,459.00
Type 2 and 4 Acres = (includes re-inspection acres)	100 Acres /4 = 25 X	\$24.59 =	\$614.75
Enforcement Activities =	Reference Case ID #	Up to \$35 an hour	\$0.00
Licensing Activities (not deducted from Cooperative Agreement Balance)			
NEW Nursery License =	2 X	\$75.00 each license =	\$150.00
RENEWAL Nursery License =	1 X	\$75.00 each license =	\$75.00
	Total Invoiced		\$3,298.75

Please remit payment to County of _____
Address line 1
Address Line 2
Address line 3

Signature Block

(Original / Electronic Signature and Title)

Attachment: 22 23 Nursery 22-1107-000-SA (RES-2022-507 : 2022/2023 Nursery Inspection Program Agreement No 22-1107-000-SA)

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
64-057 (Rev. 06/22)

REPORT NUMBER 7



NURSERY INSPECTION REPORT

SUBMIT QUARTERLY

COUNTY:	MONTH/YEAR:
---------	-------------

A. NURSERY INSPECTIONS

TYPE	NUMBER OF LOCATIONS INSPECTED	TOTAL ACRES INSPECTED	NUMBER OF NON-COMPLIANCES	HOURS
PRODUCTION - WHOLESALE *				
REINSPECTION FOR NONCOMPLIANCE				
- RETAIL and WHOLESALE				
- TRACE F/B REINSPECTIONS				
NEMATODE CERTIFICATION				
OTHER - Special Survey				
TOTAL HOURS SECTION A				

B. LICENSING ACTIVITIES

TYPE	NEW LICENSES	RENEWALS		HOURS
NUMBER OF NURSERIES LICENSED *				
FEE EXEMPT LICENSES				
OTHER Issued temporary license to retailer				
TOTAL HOURS SECTION B				

C. ENFORCEMENT ACTIONS (Office, Administrative, Court Hearings)

ACTIVITY	TYPE	NUMBER	HOURS
TOTAL HOURS SECTION C			

D. PROGRAM SUPPORT ACTIVITIES (Planning, Training, Administration, etc.)

ACTIVITY	HOURS
TOTAL HOURS SECTION D	

E. COMMENTS

--	--

* SEE SUPPLEMENTAL SHEET(S) FOR DETAILED LISTING OF ACTIVITIES.

Attachment: 22 23 Nursery 22-1107-000-SA (RES-2022-507 : 2022/2023 Nursery Inspection Program Agreement No 22-1107-000-SA)

REPORT NUMBER 7
(Supplemental Sheet 1)



D.7.a

Page 2

THIS SUPPLEMENTAL SHEET TO REPORT 7 SHALL BE USED FOR
NURSERY INSPECTION REIMBURSEMENT BILLING
BY THE COUNTIES

CDFA USE ONLY

APPROVED BY: _____

NURSERY REIMBURSEMENT: _____

LICENSE REIMBURSEMENT: _____

TOTAL REIMBURSEMENT: _____

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:

PRODUCTION / WHOLESALE INSPECTIONS

NAME OF NURSERY	LICENSE NUMBER	DATE(S) INSPECTED	NO. OF ACRES			CDFA USE ONLY
			TYPE 1*	TYPE 2*	TYPE 4*	

NUMBER OF LOCATIONS INSPECTED:		TOTAL ACRES:				
--------------------------------	--	--------------	--	--	--	--

NURSERY LICENSE ACTIVITY

NAME OF NURSERY LICENSED (Use firm name)	NEW (LICENSE NUMBER)	RENEWAL (LICENSE NUMBER)	FEE EXEMPT (LICENSE NUMBER)	

SIGNATURE:	TITLE:	DATE:

* **Type 1** = Nursery production acreage consisting of nursery stock for farm and landscape planting, ornamentals in containers, and potted plants. Reimbursement rate is the number of acres inspected multiplied by the hourly rate as stated in the contract.

* **Type 2 & 4** = Turf, cut flowers, and cut greens. Reimbursement rate is the number of acres inspected divided by four and multiplied by the hourly rate as stated in the contract.

Attachment: 22 23 Nursery 22-1107-000-SA (RES-2022-507 : 2022/2023 Nursery Inspection Program Agreement No 22-1107-000-SA)

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
64-057, Supplemental Sheet 1 (Rev. 06/22)

REPORT NUMBER 7
(Supplemental Sheet 1)



Page

SAMPLE BILLING

THIS SUPPLEMENTAL SHEET TO REPORT 7 SHALL BE USED FOR
NURSERY INSPECTION REIMBURSEMENT BILLING
BY THE COUNTIES

CDFA USE ONLY

APPROVED BY:

NURSERY REIMBURSEMENT:

LICENSE REIMBURSEMENT:

TOTAL REIMBURSEMENT:

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:
Sacramento	20-XXXX-XXX-SA	July - June 2020-2021

PRODUCTION / WHOLESALE INSPECTIONS

NAME OF NURSERY	LICENSE NUMBER	DATE(S) INSPECTED	NO. OF ACRES			CDFA USE ONLY
			TYPE 1*	TYPE 2*	TYPE 4*	
ABC Nursery	A1110.01	1/1/2020	10	3	20	
XYZ Nursery	D2345.G01	3/28/2020	100			

NUMBER OF LOCATIONS INSPECTED		TOTAL ACRES:	110.00	3.00	20.00	
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NURSERY LICENSE ACTIVITY

NAME OF NURSERY LICENSED (Use firm name)	NEW (LICENSE NUMBER)	RENEWAL (LICENSE NUMBER)	CDFA USE ONLY
Exclude retail only nurseries			

SIGNATURE:	TITLE:	DATE:

* **Type 1** = Nursery production acreage consisting of nursery stock for farm and landscape planting, ornamentals in containers, and potted plants. Reimbursement rate is the number of acres inspected multiplied by the hourly rate as stated in the contract.

* **Type 2 & 4** = Turf, cut flowers, and cut greens. Reimbursement rate is the number of acres inspected divided by four and multiplied by the hourly rate as stated in the contract.

Attachment: 22 23 Nursery 22-1107-000-SA (RES-2022-507 : 2022/2023 Nursery Inspection Program Agreement No 22-1107-000-SA)

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:

[illegible]

NUMBER OF LOCATIONS INSPECTED:		TOTAL ACRES:	0.00	0.00	0.00	
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* **Type 2 & 4=** Turf, cut flowers, and cut greens. Reimbursement rate is the number of acres inspected divided by four and multiplied by the hourly rate as stated in the contract.

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
64-057, Supplemental Sheet 3 (Rev. 06/22)

REPORT NUMBER 7
(Supplemental Sheet 3)



Page 4

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:
---------	-------------------	-------------

REINSPECTIONS						
NAME OF NURSERY	LICENSE NUMBER	DATE 1st Inspection	DATE 2nd Inspection	NO. OF ACRES REINSPECTED		
				TYPE 1*	TYPE 2*	TYPE 4*
NO. LOCATIONS INSPECTED:			TOTAL ACRES:			

* **Type 1** = Nursery production acreage consisting of nursery stock for farm and landscape planting, ornamentals in containers, and potted plants. Reimbursement rate is the number of acres inspected multiplied by the hourly rate as stated in the contract.

* **Type 2 & 4** = Turf, cut flowers, and cut greens. Reimbursement rate is the number of acres inspected divided by four and multiplied by the hourly rate as stated in the contract.

Attachment: 22 23 Nursery 22-1107-000-SA (RES-2022-507 : 2022/2023 Nursery Inspection Program Agreement No 22-1107-000-SA)

INSTRUCTIONS FOR REPORT NUMBER 7 (Form 64-057)

Nursery Inspection Report - Submit Quarterly

Include time spent on activities related to enforcement of State Nursery Laws and Regulations. *Do not report time spent on inspections of nursery stock shipments in transit or at destination, or inspections conducted to certify for export. These are quarantine activities.*

Section A. Nursery Inspections

Report in this section the number of regulatory inspections and the total time spent for such inspections. Regulatory inspections include inspecting nurseries for pest cleanliness, labeling, and grades and standards. Several partial inspections may be required to complete a required inspection at a given location. Such inspections should be counted as one inspection at a given location. Time spent by county personnel in nurseries for collecting, preparing and submitting pest specimens and/or plant samples for identification by the CDFA Diagnostics Lab (Activity code 70 in Form 65-020, Pest and Damage Record), and for providing information on pest control operations for pest cleanliness may be included for determining the hours for a given location. Details of the nursery, such as name of nursery, license number, acreage used for production, storage and sale of nursery stock, type of nursery stock, etc., must be entered on the supplemental sheet for report number 7.

The time spent on follow-up inspections of nurseries to determine compliance with pest cleanliness requirements, complaints, spot checks, reconditioning nursery stock, and release or disposition of lots placed on hold for noncompliance, etc., must be indicated under 'reinspection for noncompliance.'

Nursery inspection for nematode certification at a given location, such as for supervision of soil fumigation, sampling for nematodes, etc., must be reported on a different form (Form 64-054, NURSERY STOCK NEMATODE CERTIFICATION). However, the total time spent on nursery inspections for nematode certification during the month must be included in the last column of Report 7 and in the total hours for section A.

Section B. Licensing Activities

Report in this section the time spent by county personnel in nurseries for initial inspection of new applicants for a License to Sell Nursery Stock, or for verifying a License to Sell Nursery Stock. Indicate the number of nurseries licensed under the column 'new' or 'renewals' as appropriate, and the time spent on such activity in the last column (hours). Name(s) of nursery must be entered on the supplemental sheet for report number 7

Section C. Enforcement Actions

Report in this section the time spent by county personnel on enforcement actions, such as administrative hearings, court hearings, and disciplinary actions related to nursery laws.

Section D. Program Support Activities

Report in this section the time spent by county personnel on program support activities such as planning, training, administration, etc., that are essential for enforcement of nursery laws and regulations.

Section E. Comments

Use this section to report any additional information regarding regulatory nursery inspections and/or related activities, which is pertinent but not reported in the sections above.

County of Mariposa
FY 22/23

Budget

The amount payable under this agreement shall not exceed \$500.00 (rounded to the nearest dollar) based on 6.85 reimbursable acres as reported by the Recipient.

Acres:	6.85
Reimbursement	\$0.00
Rate:	
	\$500.00

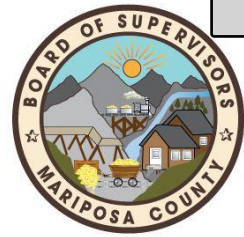
Recipient shall be paid based on the Recipient's actual hourly staff rate for the current Fiscal Year for nursery investigative work on enforcement actions, such as administrative hearings, court hearings, and disciplinary actions including abatement related to nursery laws provided such investigative work is approved in advance by the CDFA Grant Manager. Payments made for enforcement activity invoices shall be paid out from the county contract amount. Please note that all types invoicing cannot exceed total contracted amount.

Nursery compliance reinspections may be reported for invoicing at the applicable acreage reimbursement rate per this agreement. Reinspection is defined as the time spent on follow-up inspections of nurseries where pests had been found to determine compliance with pest cleanliness requirements, trace backs/trace forwards, nursery licensing, complaints, spot checks, reconditioning nursery stock, and release or disposition of lots placed on hold for noncompliance.



MARIPOSA COUNTY

Auditor · (209) 966-7606



D.8

RESOLUTION - ACTION REQUESTED 2022-508

MEETING: September 13, 2022

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Approve Addendum to Mariposa County Audit Agreement with Smith & Newell

RECOMMENDATION AND JUSTIFICATION:

Approve an addendum to the Mariposa County Audit Agreement with Smith & Newell to conduct the audit for fiscal year 2021/2022 in a amount not to exceed \$63,475; and authorize the Board of Supervisors Chair to sign the addendum.

Government Code 12410.6(b) requires that the lead partner of a CPA firm be changed every six years. The Auditor's Office has obtained confirmation that changing the lead partner involved in the audit would satisfy this requirement. Due to an increase in workload resulting from implementing new property tax and ERP systems, the Auditor's Office would like to extend the current agreement with Smith & Newell for one additional year to conduct required audits of the County's financial statements and change the lead partner involved.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On April 19, 2016 the Board passed Resolution 2016-171 to approve a four year Audit Agreement with Smith and Newell.

On July 7, 2020 the Board passed Resolution 2020-370 to extend this agreement for an additional year.

On July 13, 2021 the Board passed Resolution 2021-408 to extend this agreement for an additional year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve this addendum to extend audit services for FY 21/22. The Auditor's Office will need to find another CPA firm to conduct the audit which could delay the completion of audited financial statements.

FINANCIAL IMPACT:

The cost of this addendum will be budgeted in FY 22-23.

ATTACHMENTS:**Mariposa County Contract Addendum 22 (PDF)****Original Agreement with Smith & Newell (PDF)****Original Smith & Newell Proposal (PDF)****RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]****MOVER:** Marshall Long, District III Supervisor**SECONDER:** Wayne Forsythe, District IV Supervisor**AYES:** Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

ADDENDUM TO AGREEMENT FOR AUDITING SERVICES

THIS CONTRACT ADDENDUM for additional professional auditing services is entered into by and among Smith & Newell Certified Public Accountants, hereinafter referred to as "AUDITOR", the COUNTY OF MARIPOSA, hereinafter referred to as "COUNTY", and the GRAND JURY OF THE COUNTY OF MARIPOSA, hereinafter referred to as "GRAND JURY", this ____ day of _____, 2022, and affects Scope of Services Required of the original proposal dated December 29, 2015 and approved by the Mariposa County Audit Agreement, Board Resolution 16-171, on May 5, 2016 (copy attached).

WITNESSETH:

This contract is hereby amended as follows:

SCOPE OF WORK: AUDITOR shall audit the fiscal records of the County of Mariposa for the fiscal year ending June 30, 2022, in accordance with the duties imposed upon it as set forth in the original contract, plus compliance with all new applicable standards issued since the date of the original contract.

ENGAGEMENT: The engagement partner for the audit of the June 30, 2022 financial statements is Carrie Schroeder, CPA.

COMPENSATION: COUNTY shall pay to AUDITOR for services described herein a sum not to exceed the following:

<u>Required Audit Services</u>	2022 Maximum Fee
County Financial Audit	\$ 50,725
Audit of Federal Expenditures (Includes up to 4 Programs)*	7,750
Transportation Commission Financial	2,500
Transit Fund Financial Audit	<u>2,500</u>
Grand Total	<u>\$ 63,475</u>

*Additional programs will be billed at \$2,000 each

TERMS: The term of the original contract shall be extended until June 30, 2023, for the services contemplated in this contract addendum.

All other sections of this contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed as of the day and year herein first above written.

**2021-22 MARIPOSA COUNTY
GRAND JURY**

By _____

Title _____

Date _____

SMITH & NEWELL CPAs

By 

Title Partner

Date 8/11/2022

**2021-22 MARIPOSA COUNTY BOARD
OF SUPERVISORS**

By_____

Title_____

Date_____

ATTEST:

DANIELLE BONDSHU

Clerk of the Board

**JUDGE OF THE SUPERIOR COURT
OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF
MARIPOSA**

By_____

Title_____

Date_____

APPROVED AS TO FORM:

STEVE DAHLEM

County Counsel

RES NO. 16-171

MARIPOSA COUNTY AUDIT AGREEMENT

THIS AGREEMENT is made and entered into on the date or dates listed below written by and among Smith & Newell, hereinafter referred to as “CPA” and the County of Mariposa, hereinafter referred to as “COUNTY”, and the Grand Jury of the County of Mariposa, hereinafter referred to as “GRAND JURY.”

Witnesseth:

- I. That for and in consideration of the sum hereinafter agreed, for the fiscal years 2015/16, 2016/17, 2017/18 and 2018/19 to be paid to CPA, the CPA agrees to provide services for the COUNTY pursuant to provisions of Section 925 of the California Penal Code and Section 25250 of the California Government Code.

Penal Code Section 925 reads as follows:

The grand jury shall investigate and report on the operations, accounts, and records of the officers, departments, or functions of the county including those operations, accounts, and records of any special legislative district or other district in the county created pursuant to state law for which the officers of the county are serving in the ex officio capacity as officers of the districts. The investigations may be conducted on some selective basis each year, but the grand jury shall not duplicate any examination of financial statements which has been performed by or for the Board of Supervisors pursuant to Section 25250 of the Government Code; this provision shall not be construed to limit the power of the grand jury to investigate and report on the operations, accounts and records of the officers, departments, or functions of the county. The grand jury may enter into a joint contract with the Board of Supervisors to employ the services of an expert as provided for in Section 926.

Government Code Section 25250 reads as follows:

At least biennially the Board of Supervisors shall examine and audit, or cause to be audited, the financial accounts and records of all officers having responsibility for the care, management, collection, or disbursement of money belonging to the county or money received or disbursed by them under authority of law. The audit shall encompass the immediately preceding one-year period, or any portion thereof not included in a prior year audit. This financial audit may be performed in coordination with the investigations conducted by the grand jury under Section 925 of the Penal Code, or the Board of Supervisors may resolve to accept reports delivered pursuant to Section 933 of the Penal Code in lieu of its own separate examination if such reports are found to fulfill some or all of the requirements of this section. In connection with the requirements of this Section and Section 25253, the Board of Supervisors may employ the services of an independent certified public accountant or licensed public accountant to perform an examination of the financial statements in accordance with generally accepted auditing standards.

Mariposa County Audit Agreement

The **CPA** will conduct an audit of the **COUNTY** for the period from July 1, 2015 to June 30, 2019 on a fiscal year basis, except as otherwise provided in the **AGREEMENT**, and as determined based upon the attached response to Request for Proposals, which is incorporated herein by reference. Specifically, the **CPA** shall provide reports on the following:

1. Financial Statement Audit.
2. Single Audit Report as described in OMB Circular A-133.
3. Transportation Development Act (Non-transit Purposes).
4. Triennial Transportation Performance Audits.
5. Transit Fund Audit.
6. Management Report.

CPA will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the **COUNTY** as of June 30, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement **COUNTY**'s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of the engagement, **CPA** will apply certain limited procedures to **COUNTY**'s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

Supplementary information other than RSI, such as the combining non-major fund statements will also accompany **COUNTY**'s financial statements. **CPA** will subject the supplementary information to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

Based on information that the **COUNTY** provides, **CPA** will perform non-audit services which include compiling the financial statements including all footnote disclosures, all required supplementary information, with the exception of the Management Discussion and Analysis report, all combining schedules and the GASB 34 required full accrual Government Wide Statements.

CPA will perform the single audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. The Schedule of Federal Expenditures will be prepared based on information provided by the **COUNTY** and will include required additional disclosures on the California Office of Emergency Services programs and Board of Corrections awards. **CPA** will issue a report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards and a report on Compliance for Each Major Program and on Internal Control over Compliance Required by OMB Circular A-133.

CPA will audit the financial statements of the governmental activities, each major fund and the aggregate remaining fund information of the Mariposa County Transportation Commission and the financial statements of the Mariposa County Transit Fund, which is considered a fund of the **COUNTY**, as of June

Mariposa County Audit Agreement

30, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended. CPA will conduct audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that CPA plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. Audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. Audit will also include assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation.

For the year ended June 30, 2017, CPA will perform a Triennial Performance Audit of the Mariposa County Transportation Commission and the Mariposa County Transit Fund. These audits will be performed in accordance with guidance contained in the Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities, published by the California Department of Transportation. The purpose of this performance audit will be to evaluate the efficiency, effectiveness, and economy of the operation of the Mariposa County Transportation Commission and the Mariposa County Transit Fund.

CPA may issue a management report if issues are noted where improvements could be implemented.

- II. CPA agrees to appear in person before the **GRAND JURY**, the Audit Committee, and/or the Board of Supervisor of the **COUNTY** at any time during the performance of the **AGREEMENT**, and to consult with and report as to the progress of the audit and all other matters pertaining thereto, when requested to do so by the **GRAND JURY**, the Audit Committee, the County Administrative Officer, or the Board of Supervisors.
- III. CPA may consult with the County Counsel of the **COUNTY** on legal problems arising during the course of the audit.
- IV. CPA shall consult with the County Administrative Officer of the **COUNTY** and the **GRAND JURY** concerning the preliminary findings of the audit as they are developed.
- V. CPA shall commence all in a timely manner (assuming timely availability of records by **COUNTY**) allowing for orderly completion of the audit by March 15th following the close of each fiscal year ending at June 30th. All audits shall be completed, and final reports delivered, by March 15th with the exception of the "Transportation Audits" which require an audit report 180 days after the close of the fiscal year, (December 31st of the year following the close of the fiscal year). For the "Transportation Audits" all audits shall be completed, and final reports delivered, by December 15th. All audits shall be conducted according to those generally accepted auditing standards as recognized by the American Institute of Certified Public Accountants.
- VI. CPA shall have access to and shall be permitted to use figures, tabulations, statistical schedules, and other data already assembled or prepared by the County Administrative Officer, the County Auditor, the County Treasurer, or the personnel of their respective offices for **COUNTY** purposes, but such statements shall not be copied verbatim and used as a representation of results of services for the final report of audit. This does not preclude the use of these statements in the audit report where acknowledgement is made that the County Auditor or the County Treasurer prepared them. Neither the County Auditor nor the County Treasurer nor any members of their respective staffs shall be employed by CPA in connection with the audit nor shall the County Auditor nor the County Treasurer nor any personnel in their respective

Mariposa County Audit Agreement

departments be called upon to perform any service other than the performance of the regular duties of their respective offices.

- VII. **CPA** shall supervise the work of all persons selected by it. In the event **CPA** sub-contracts any portion of this work, **CPA** agrees to select only such auditing firms and certified public accountants as may be approved in writing by the **GRAND JURY** and the **COUNTY** prior to the performance of any work sub-contracted. Should the services of any personnel employed by **CPA** be, for any reason whatsoever, unsatisfactory to **GRAND JURY** or the **COUNTY**, such personnel shall be promptly removed from the assignment. Notice of such unsatisfactory performance shall be given in writing by **GRAND JURY** or the **COUNTY** to **CPA**, and shall be effective immediately upon receipt thereof. The term "personnel" as used herein includes auditing firms.
- VIII. All books, records, figures, notes, materials, and information of every character, kind and description of the **CPA** or **CPA's** employees relating to this **AGREEMENT** shall be retained by **CPA** in confidential files for a period of five (5) years. Said records shall be made available at **CPA's** office during all regular business hours to the **COUNTY**, **GRAND JURY**, and State of California as approved by the **COUNTY** and to all subsequent grand juries and their respective agents for the requisite five (5) year period, after which said records may be burned or properly disposed.
- IX. The audit, findings and reports of **CPA** shall be held as confidential by it and reported only to the **GRAND JURY** and the **COUNTY**. However, should **CPA** deem it essential to the completion or accuracy of this audit that it's examination or findings involving a particular department be revealed to or discussed with a department head, it may do so, provided the prior consent of the **COUNTY** is first obtained.
- X. **COUNTY** shall pay **CPA** out of funds of said **COUNTY** for services herein specified for audits of the 2015/16, 2016/17, 2017/18, and 2018/19 fiscal years in the sum of Two Hundred Thirty Four Thousand One Hundred Dollars (\$234,100.00). Upon approval of **CPA's** statement by **GRAND JURY** and **COUNTY**, the sum as specified above shall be paid to **CPA** by the County Treasurer out of the General Fund of said **COUNTY** upon invoices approved and signed by the Mariposa County Administrative Officer. However, it is mutually understood/agreed that **COUNTY** shall not pay **CPA** more than said maximum of Two Hundred Thirty Four Thousand One Hundred Dollars (\$234,100.00), for all services rendered pursuant to the **AGREEMENT**, except for such additional services as may be required by **GRAND JURY** or the **COUNTY**.
- XI. In the event the audit develops irregularities or unforeseen conditions requiring investigation beyond the scope of the regular audit, a report of such conditions shall be made by **CPA** to **GRAND JURY** and the **COUNTY**. Should further investigations be authorized and directed by **GRAND JURY** or the **COUNTY**, additional compensation therefore:
 - 1. Shall be paid to **CPA** at the hourly rates of each class of CPA, accountant, or clerical help as specified by the **CPA** in their original bid proposal delineating an hourly wage for such individual classes of CPA, accountant, and /or clerical assistance.
 - 2. Shall be paid based on detailed invoice specifying the hours of service for each class of CPA, accountant, or clerical help engaged therein.
 - 3. Shall be paid upon approval of the County Administrative Officer and drawn from the County Treasurer.
- XII. It is further agreed that **GRAND JURY** may require that **CPA** audit such additional departments, districts, funds and programs as it deems necessary to fulfill its function under Section 925 of the Penal Code, with

Mariposa County Audit Agreement

the concurrence and approval of the Superior Court of the State of California for the County of Mariposa. Additional compensation shall be paid to CPA upon the same basis as set forth in Paragraph XI herein.

- XIII. CPA shall bear the typical office material and equipment costs necessary for the production of the final audited financial statements and reports. CPA shall bear all travel, meal and lodging costs associated with the audit of programs as defined in Paragraph I.
- XIV. It is further understood and agreed that the **GRAND JURY** shall require that the CPA report as to the adequacy of the independent audit of the records and accounts of the Special Districts that are administered by the Mariposa County Board of Supervisors. There are thirteen Special Districts with combined appropriations of approximately 3.2 million.
- XV. Furthermore, it is mutually agreed the Board of Supervisors of COUNTY or the **GRAND JURY** may terminate this **AGREEMENT** at any time. However, if only **GRAND JURY** or COUNTY terminate this **AGREEMENT**, the party not terminating the **AGREEMENT** may enter into a new **AGREEMENT** within twenty (20) days after such termination, with CPA to complete the audit on the same terms, conditions, and payments as set forth herein, but omitting the party which terminated the **AGREEMENT**. If said party does not enter into such a new agreement within said twenty (20) day period, CPA shall be entitled to receive pro-rata payment for the services which it has rendered prior to the notification of such termination.
- XVI. Completion of all reports detailing the audit of COUNTY's financial statements shall be submitted to the **GRAND JURY** and the COUNTY no later than March 15th following the close of the prior fiscal year ending June 30th. For the four year contract described in this **AGREEMENT**, those dates would be March 15, 2017, March 15, 2018, March 15, 2019, and March 15, 2020. However, all transportation and transit related reports shall be completed on December 15th of each year following the close of the prior year ending June 30th due to special reporting guidelines set forth by the State of California.
- XVII. CPA shall file thirty (30) copies of the General Purpose Financial Statement Audit and the Single Audit Report as follows:
- Five (5) copies for the **GRAND JURY**.
 - Five (5) copies of the Board of Supervisors.
 - Eight (8) copies for the County Auditor (includes other departments and various outside agencies).
 - Twelve (12) copies to be filed with various State and Federal agencies.
- CPA shall file copies of the management report as follows:
- Twenty (20) copies for the County Auditor who will distribute to appropriate departments.
- CPA shall file copies of the Transportation and Transit audits as follows:
- Fifteen (15) copies for the County Auditor who will distribute to appropriate departments and agencies.
- XVIII. The final report shall contain at least the following:
1. An alphabetical index of COUNTY officials and departments.
 2. An Independent Auditor's Report on the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the

COUNTY, as of and for the year ended June 30, and the related notes to the financial statements, which collectively comprise the **COUNTY**'s basic financial statements. If **CPA** is unable to render an unqualified opinion and a qualified opinion is given, the reasons for such qualifications shall be fully explained.

3. Financial statements consisting of the Government-Wide Statement of Net Position, Statement of Activities, Balance Sheets and Statements of Revenues, Expenditures, and Changes in Fund Balance of all major and other governmental funds, and Balance Sheets and Statements of Revenues, Expenses and Changes in Net Position of each major proprietary fund and other enterprise funds.
4. All other exhibits, schedules, and other data necessary for proper presentation of the results of the examination.
5. Comments on the following:
 - Any indication of the misappropriation of public money or irregular disbursements. In addition, the **CPA** shall submit an immediate oral or written report to **GRAND JURY** upon discovery of such indication of misappropriation or irregular disbursements.
 - The effectiveness of the accounting systems and the internal control features, including testing of budget appropriations and funds to see that they are being properly accounted for.
 - Any improper maintenance or non-maintenance of required books, records, or accounts pertaining to financial transactions.
 - The action taken, if any, on those recommendations contained in the previous fiscal year **GRAND JURY** report.

- XIX. It is further agreed by and between the parties hereto that in the event **CPA** performs services under this **AGREEMENT** that are subsequently determined not to be charges against the **COUNTY**, neither **COUNTY**, the **GRAND JURY** or any of its members shall be held liable for any such expenditures.
- XX. **CPA** shall indemnify and hold **COUNTY** harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of **CPA** or **CPA**'s assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. **CPA** agrees to maintain a policy of personal liability insurance in the minimum amount of One Million Dollars (\$1,000,000) to cover such claims or in an amount determined appropriate by the County Risk Manager. It is understood that the duty of **CPA** to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by **COUNTY** of insurance certificates and endorsements required under this **AGREEMENT** does not relieve **CPA** from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this **AGREEMENT**, **CPA** acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- XXI. Professional Liability Coverage: **CPA** shall provide proof of professional liability coverage satisfactory to **COUNTY** prior to commencing work under the **AGREEMENT**.
- XXII. Termination of Funding: **COUNTY** may terminate this **AGREEMENT** with 30 days' notice upon determination that there is insufficient funding for this **AGREEMENT** per California State Constitution Article XVI, Section 18.

Mariposa County Audit Agreement

XXIII. This **AGREEMENT** requires the approval of the Board of Supervisors of the **COUNTY**, the **GRAND JURY**, and of the Superior Court of the State of California in and for the **COUNTY** in order to become effective.

IN WITNESS WHEREOF, the parties hereto have cause for this **AGREEMENT** to be executed as of the day and year hereinafter written.

Date: 04-06-2016

SMITH & NEWELL
By: Marilee Smith
Printed: MARILEE SMITH
Title: PARTNER

Date: 5-2-16

2015-16 MARIPOSA COUNTY GRAND JURY

By: William T. Hunt

Title: Foreperson of the Grand Jury

2015-16 MARIPOSA COUNTY BOARD OF SUPERVISORS

Date: April 19, 2016

By: John Carrier
JOHN CARRIER
Title: Chairman
Mariposa County Board of Supervisors

Attest:

APPROVED AS TO FORM:

Rene LaRoche
RENE LAROCHE
Clerk of the Board

Steve W. Dahlem
STEVE DAHLEM
County Counsel

The foregoing is hereby approved this 5TH day of MAY, 2016.

Dana Walton
DANA WALTON
Judge of the Superior Court of the State of California
In and for the County of Mariposa

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT is made this 1st day of March, 2016_ between:

COUNTY: County of Mariposa
4982 10th Street, P.O. Box 729
Mariposa, CA 95338

and

CONTRACTOR: Smith & Newall
Certified Public Accountants
950 Tharp Road, Suite 502
Yuba City, CA 95993

ARTICLE 1. TERM OF AGREEMENT

- 1.01 Agreement Term: This Agreement shall become effective on July 1st, 2016 and shall terminate on June 30th, 2020, unless terminated in accordance with the provisions of Article 7 of this Agreement.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

- 2.01 Independent Contractor: It is the express 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.
- 2.02 Contractor Qualifications: Contractor warrants that it has the necessary competence, experience and qualifications for the services to be performed.
- 2.03 Agreement Management: Contractor shall report to the Mariposa County Auditor who will review the activities and performance of the Contractor and administer this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

- 3.01 Scope of Services: Contractor agrees to perform the services as described on Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in Agreement time. All such services are to be coordinated with County and the results of the work shall be monitored by the Mariposa County Auditor or his/her designee. However, the means by which the work is accomplished shall be the sole responsibility of the Contractor.

- 3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.
- 3.03 Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Agreement. County may not control, direct, or supervise Contractor's responsibility for assistants or employees in the performance of those services. Contractor assumes full performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of such assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

ARTICLE 4. COMPENSATION

- 4.01 Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to the services satisfactorily performed in the not to exceed amount of \$234,100 for services as described above. The total sum to be paid to Contractor includes all labor, materials, travel and other expenses to be incurred by Contractor in the performance of the services described herein. Payment shall be made upon submission of a formal claim approved by the appropriate official of the County as follows:

- [] Total sum to be paid upon completion of services,
or
[X] Incremental payments based on the following schedule:

\$54,400 for audits performed for fiscal year ending June 30, 2016
\$61,150 for audits performed for fiscal year ending June 30, 2017
\$58,300 for audits performed for fiscal year ending June 30, 2018
\$60,250 for audits performed for fiscal year ending June 30, 2019

- 4.02 Invoices: Contractor shall submit detailed invoices for all services being rendered from the Contractor to the County.
- 4.03 Date for Payment of Compensation: County will endeavor to make payment within 45 days of invoices being submitted from the Contractor to the County, and approval and acceptance of the work by the County.
- 4.04 Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- 5.01 Tools and Instrumentalities: Contractor will supply all tools and instrumentalities, required to perform the services under this Agreement. Contractor is not required to purchase or rent any tools, equipment or services from County. County shall not provide

working space, supplies, materials or other such support to Contractor in the performance of the services and tasks as described herein.

- 5.02 Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of One Million Dollars (\$1,000,000) or an amount as otherwise determined appropriate by the County Risk Manager to cover such claims. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.03 General Liability and Automobile Insurance: During the term of this Agreement Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least \$1,000,000 combined limit for bodily injury and property damage; provided that the County, its officers, employees, volunteers and agents are to be named additional insureds under the policies, and that the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or the named insureds will be called on to cover a loss covered hereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.
- 5.04 Professional Liability Coverage: Contractor shall provide proof of professional liability coverage satisfactory to County prior to commencing work under the Agreement.
- 5.05 Certificate of Insurance: Contractor shall complete and file with the County prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth in paragraphs 5.02 and 5.03 above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to County prior to the effective date of such cancellation.
- 5.06 Workers' Compensation: During the term of this Agreement Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.
- 5.07 Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of

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

- 5.08 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.
- 5.09 Records: It is understood and agreed that all plans, studies, specifications, and data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Agreement shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the County and are not necessarily suitable for any future or other use. Contractor shall maintain such records for a minimum of three (3) years or as otherwise required by law.
- 5.10 Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.
- 5.11 Assignability of Agreement: It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the County.

ARTICLE 6. OBLIGATIONS OF COUNTY

- 6.01 Cooperation of County: County agrees to comply with all reasonable requests of Contractor and provide access as allowed by law to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.
- 6.02 Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by County without the prior written consent of Contractor.

ARTICLE 7. TERMINATION OF AGREEMENT

- 7.01 Termination Occurrence of Stated Events: This Agreement shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of Contractor;
 2. Death of Contractor.
- 7.02 Termination by County for Default of Contractor: Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at County's option, may terminate this Agreement by giving written notification to Contractor.
- 7.03 Termination for Convenience of County: County may terminate this Agreement at any time by mailing a notice in writing to Contractor that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.
- 7.04 Termination of Funding: The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are necessarily contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of County arising from this Agreement shall be immediately discharged. County agrees to inform Contractor no later than thirty (30) calendar days after County determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available.

ARTICLE 8. GENERAL PROVISIONS

- 8.01 Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.
- 8.02 Entire Agreement of the Parties: This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged and approved by the County as provided herein or as otherwise required by law.
- 8.03 Partial Invalidity: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

- 8.04 Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 8.05 Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons who work under this Agreement because of race, color, national origin, ancestry, disability, sex or religion of such person.
- 8.06 Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation.
- 8.07 Governing Law: This Agreement and all matters relating to it shall be governed by the laws of the State of California and County of Mariposa and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Mariposa.

Executed at Mariposa, California, on the date and year first above written.

COUNTY:

County of Mariposa

JOHN CARRIER, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

Smith & Newall


(Signature)

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

December 29, 2015

County of Mariposa
Auditor Controller
4982 10th Street
Mariposa, CA 95338

Smith & Newell, CPAs is pleased to submit our proposal to provide the County of Mariposa professional audit services for the fiscal years ending June 30, 2016, 2017, 2018 and 2019. We believe that our technical approach and staffing plan described herein respond fully to the County's needs.

We have presented in the following audit proposal our understanding of the County's requirements. We believe our qualifications, our proposed work plan, and our experience with auditing counties uniquely qualify Smith & Newell to provide the quality and scope of audit the County requires. We commit to performing the work within the required time periods.

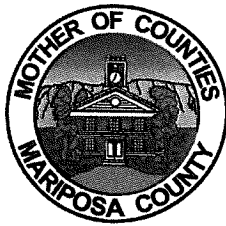
We estimate that the total maximum fee for the various financial and compliance audits of the County as set forth in the Scope of Services section of this proposal will not exceed the following:

	<u>June 30, 2016</u>	<u>June 30, 2017</u>	<u>June 30, 2018</u>	<u>June 30, 2019</u>
County Financial Audit	\$ 44,000	\$ 45,750	\$ 47,500	\$ 49,250
Audit of Federal Expenditures	6,000	6,100	6,200	6,300
Transportation Commission Financial And Compliance Audit	2,200	2,250	2,300	2,350
Transit Financial and Compliance Audit	2,200	2,250	2,300	2,350
Transportation Commission Performance Audit	-	2,700	-	-
Transit Performance Audit	<u>-</u>	<u>2,100</u>	<u>-</u>	<u>-</u>
Total Maximum Fee	<u>\$ 54,400</u>	<u>\$ 61,150</u>	<u>\$ 58,300</u>	<u>\$ 60,250</u>

The following individuals are authorized to make representations for Smith & Newell CPAs:

Marilee Smith, CPA Partner
950 Tharp Road, Suite 502
Yuba City, CA 95993
(530)673-9790

Norman Newell, CPA Partner
950 Tharp Road, Suite 502
Yuba City, CA 95993
(530)673-9790



MARIPOSA COUNTY

Auditor •



D.8.b

RESOLUTION - ACTION REQUESTED 2016-171

MEETING: April 19, 2016

TO: The Board of Supervisors

FROM: Debbie Isaacs, Auditor

RE: Approve Agreement with Smith & Newell

MINUTE ORDER ATTACHED

RECOMMENDATION AND JUSTIFICATION:

Approve a Four Year Agreement with Smith & Newell to Perform Various Audits for the County for Fiscal Years 15/16 through 18/19; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Smith & Newell is the County's current independent auditor and also prepares the County's annual financial statements. Smith & Newell has submitted a proposal to continue providing these services to the County over a four year period at a total cost of \$234,100. The Auditor is satisfied with the level of expertise displayed by Smith & Newell personnel and believes that the proposal to extend audit services is equitable. The proposed agreement also involves the Mariposa County Grand Jury. Upon approval by the Mariposa County Board of Supervisors, the Agreement shall be submitted to the Grand Jury for approval as well.

The cost to conduct the required audits for Fiscal Year 2014/15 and that was paid from this fiscal year's budget was \$53,000. The proposal does include a slight increase for the services performed for each fiscal year.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The annual countywide audit is prescribed by law in Penal Code Section 925 and Section 25250 of the Government Code. The Board of Supervisors has previously made the awards for the County's independent audit contracts. The last such occurrence of this process was on July 26, 2011 when the Board of Supervisors approved a contract with Smith & Newell for the fiscal years ending June 30, 2012 through June 30, 2015 via resolution 11-369.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Without securing the services of an independent auditor to conduct an audit of the County's financial records the County would be out of compliance with the law. If the Board chooses not to approve this contract with Smith & Newell then the Auditor would have to search for other potential auditing firms to conduct the legally required audits.

Attachment: Original Agreement with Smith & Newell (RES-2022-508 : Approve Addendum to Mariposa County Audit Agreement with Smith &

FINANCIAL IMPACT:**Cost by Fiscal Year:**

FY 16/17 - \$54,400; FY 17/18 - \$61,150; FY 18/19 - \$58,300; FY 19/20 - \$60,250.

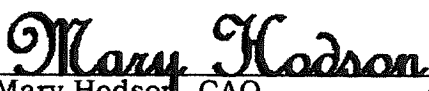
If approved, sufficient funding for the cost of the Agreement will be included in the Requested Budget for each of the four fiscal year periods. It should be noted that the additional cost to perform the Transit Audit in FY 17/18 will be funded by the Transportation Planning fund and not by the General Fund.

ATTACHMENTS:

Mariposa County Audit Agreement - Signed by Smith & Newell (PDF)
Smith & Newell Proposal (PDF)

CAO RECOMMENDATION

Requested Action Recommended


Mary Hodson, CAO 4/13/2016

RESULT: ADOPTED AS AMENDED BY CONSENT VOTE [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Merlin Jones, District II Supervisor

AYES: Smallcombe, Jones, Long, Cann, Carrier



COUNTY of MARIPOSA

P.O. Box 784, Mariposa, CA 95338 (209) 966-3222

JOHN CARRIER, CHAIR
MARSHALL LONG, VICE-CHAIR
ROSEMARIE SMALLCOMBE
MARSHALL LONG
KEVIN CANN

DISTRICT V
DISTRICT III
DISTRICT I
DISTRICT III
DISTRICT IV



MARIPOSA COUNTY BOARD OF SUPERVISORS MINUTE ORDER

TO: DEBBIE ISAACS/Auditor
FROM: RENÉ LaROCHE, Clerk of the Board *RL*
SUBJECT: Approve a Four Year Agreement with Smith & Newell to Perform Various Audits for the County for Fiscal Years 15/16 through 18/19; and Authorize the Board of Supervisors Chair to Sign the Agreement
Resolution: 16-171

The following direction was given by the Mariposa County Board of Supervisors on **April 19, 2016:**

CA5. Auditor RES-2016-171

Approve a Four Year Agreement with Smith & Newell to Perform Various Audits for the County for Fiscal Years 15/16 through 18/19; and Authorize the Board of Supervisors Chair to Sign the Agreement

No public input.

CORRECTION: CA5, amend the signature page to reflect the Foreperson of the Grand Jury as the signator rather than the Chairman of the Grand Jury Audit Committee.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Merlin Jones, District II Supervisor

AYES: Smallcombe, Jones, Long, Cann, Carrier

cc: Mary Hodson/County Administrative Officer
File

Res. 2016-171

1 of 1

MARIPOSA COUNTY AUDIT AGREEMENT

THIS **AGREEMENT** is made and entered into on the date or dates listed below written by and among Smith & Newell, hereinafter referred to as “**CPA**” and the County of Mariposa, hereinafter referred to as “**COUNTY**”, and the Grand Jury of the County of Mariposa, hereinafter referred to as “**GRAND JURY**.”

Witnesseth:

- I. That for and in consideration of the sum hereinafter agreed, for the fiscal years 2015/16, 2016/17, 2017/18 and 2018/19 to be paid to **CPA**, the **CPA** agrees to provide services for the **COUNTY** pursuant to provisions of Section 925 of the California Penal Code and Section 25250 of the California Government Code.

Penal Code Section 925 reads as follows:

The grand jury shall investigate and report on the operations, accounts, and records of the officers, departments, or functions of the county including those operations, accounts, and records of any special legislative district or other district in the county created pursuant to state law for which the officers of the county are serving in the ex officio capacity as officers of the districts. The investigations may be conducted on some selective basis each year, but the grand jury shall not duplicate any examination of financial statements which has been performed by or for the Board of Supervisors pursuant to Section 25250 of the Government Code; this provision shall not be construed to limit the power of the grand jury to investigate and report on the operations, accounts and records of the officers, departments, or functions of the county. The grand jury may enter into a joint contract with the Board of Supervisors to employ the services of an expert as provided for in Section 926.

Government Code Section 25250 reads as follows:

At least biennially the Board of Supervisors shall examine and audit, or cause to be audited, the financial accounts and records of all officers having responsibility for the care, management, collection, or disbursement of money belonging to the county or money received or disbursed by them under authority of law. The audit shall encompass the immediately preceding one-year period, or any portion thereof not included in a prior year audit. This financial audit may be performed in coordination with the investigations conducted by the grand jury under Section 925 of the Penal Code, or the Board of Supervisors may resolve to accept reports delivered pursuant to Section 933 of the Penal Code in lieu of its own separate examination if such reports are found to fulfill some or all of the requirements of this section. In connection with the requirements of this Section and Section 25253, the Board of Supervisors may employ the services of an independent certified public accountant or licensed public accountant to perform an examination of the financial statements in accordance with generally accepted auditing standards.

The **CPA** will conduct an audit of the **COUNTY** for the period from July 1, 2015 to June 30, 2019 on a fiscal year basis, except as otherwise provided in the **AGREEMENT**, and as determined based upon the attached response to Request for Proposals, which is incorporated herein by reference. Specifically, the **CPA** shall provide reports on the following:

1. Financial Statement Audit.
2. Single Audit Report as described in OMB Circular A-133.
3. Transportation Development Act (Non-transit Purposes).
4. Triennial Transportation Performance Audits.
5. Transit Fund Audit.
6. Management Report.

CPA will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the **COUNTY** as of June 30, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement **COUNTY's** basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of the engagement, **CPA** will apply certain limited procedures to **COUNTY's** RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

Supplementary information other than RSI, such as the combining non-major fund statements will also accompany **COUNTY's** financial statements. **CPA** will subject the supplementary information to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

Based on information that the **COUNTY** provides, **CPA** will perform non-audit services which include compiling the financial statements including all footnote disclosures, all required supplementary information, with the exception of the Management Discussion and Analysis report, all combining schedules and the GASB 34 required full accrual Government Wide Statements.

CPA will perform the single audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. The Schedule of Federal Expenditures will be prepared based on information provided by the **COUNTY** and will include required additional disclosures on the California Office of Emergency Services programs and Board of Corrections awards. **CPA** will issue a report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards and a report on Compliance for Each Major Program and on Internal Control over Compliance Required by OMB Circular A-133.

CPA will audit the financial statements of the governmental activities, each major fund and the aggregate remaining fund information of the Mariposa County Transportation Commission and the financial statements of the Mariposa County Transit Fund, which is considered a fund of the **COUNTY**, as of June

30, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended. **CPA** will conduct audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that **CPA** plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. Audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. Audit will also include assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation.

For the year ended June 30, 2017, **CPA** will perform a Triennial Performance Audit of the Mariposa County Transportation Commission and the Mariposa County Transit Fund. These audits will be performed in accordance with guidance contained in the Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities, published by the California Department of Transportation. The purpose of this performance audit will be to evaluate the efficiency, effectiveness, and economy of the operation of the Mariposa County Transportation Commission and the Mariposa County Transit Fund.

CPA may issue a management report if issues are noted where improvements could be implemented.

- II. **CPA** agrees to appear in person before the **GRAND JURY**, the Audit Committee, and/or the Board of Supervisor of the **COUNTY** at any time during the performance of the **AGREEMENT**, and to consult with and report as to the progress of the audit and all other matters pertaining thereto, when requested to do so by the **GRAND JURY**, the Audit Committee, the County Administrative Officer, or the Board of Supervisors.
- III. **CPA** may consult with the County Counsel of the **COUNTY** on legal problems arising during the course of the audit.
- IV. **CPA** shall consult with the County Administrative Officer of the **COUNTY** and the **GRAND JURY** concerning the preliminary findings of the audit as they are developed.
- V. **CPA** shall commence all in a timely manner (assuming timely availability of records by **COUNTY**) allowing for orderly completion of the audit by March 15th following the close of each fiscal year ending at June 30th. All audits shall be completed, and final reports delivered, by March 15th with the exception of the "Transportation Audits" which require an audit report 180 days after the close of the fiscal year, (December 31st of the year following the close of the fiscal year). For the "Transportation Audits" all audits shall be completed, and final reports delivered, by December 15th. All audits shall be conducted according to those generally accepted auditing standards as recognized by the American Institute of Certified Public Accountants.
- VI. **CPA** shall have access to and shall be permitted to use figures, tabulations, statistical schedules, and other data already assembled or prepared by the County Administrative Officer, the County Auditor, the County Treasurer, or the personnel of their respective offices for **COUNTY** purposes, but such statements shall not be copied verbatim and used as a representation of results of services for the final report of audit. This does not preclude the use of these statements in the audit report where acknowledgement is made that the County Auditor or the County Treasurer prepared them. Neither the County Auditor nor the County Treasurer nor any members of their respective staffs shall be employed by **CPA** in connection with the audit nor shall the County Auditor nor the County Treasurer nor any personnel in their respective

departments be called upon to perform any service other than the performance of the regular duties of their respective offices.

- VII. **CPA** shall supervise the work of all persons selected by it. In the event **CPA** sub-contracts any portion of this work, **CPA** agrees to select only such auditing firms and certified public accountants as may be approved in writing by the **GRAND JURY** and the **COUNTY** prior to the performance of any work sub-contracted. Should the services of any personnel employed by **CPA** be, for any reason whatsoever, unsatisfactory to **GRAND JURY** or the **COUNTY**, such personnel shall be promptly removed from the assignment. Notice of such unsatisfactory performance shall be given in writing by **GRAND JURY** or the **COUNTY** to **CPA**, and shall be effective immediately upon receipt thereof. The term "personnel" as used herein includes auditing firms.
- VIII. All books, records, figures, notes, materials, and information of every character, kind and description of the **CPA** or **CPA's** employees relating to this **AGREEMENT** shall be retained by **CPA** in confidential files for a period of five (5) years. Said records shall be made available at **CPA's** office during all regular business hours to the **COUNTY**, **GRAND JURY**, and State of California as approved by the **COUNTY** and to all subsequent grand juries and their respective agents for the requisite five (5) year period, after which said records may be burned or properly disposed.
- IX. The audit, findings and reports of **CPA** shall be held as confidential by it and reported only to the **GRAND JURY** and the **COUNTY**. However, should **CPA** deem it essential to the completion or accuracy of this audit that it's examination or findings involving a particular department be revealed to or discussed with a department head, it may do so, provided the prior consent of the **COUNTY** is first obtained.
- X. **COUNTY** shall pay **CPA** out of funds of said **COUNTY** for services herein specified for audits of the 2015/16, 2016/17, 2017/18, and 2018/19 fiscal years in the sum of Two Hundred Thirty Four Thousand One Hundred Dollars (\$234,100.00). Upon approval of **CPA's** statement by **GRAND JURY** and **COUNTY**, the sum as specified above shall be paid to **CPA** by the County Treasurer out of the General Fund of said **COUNTY** upon invoices approved and signed by the Mariposa County Administrative Officer. However, it is mutually understood/agreed that **COUNTY** shall not pay **CPA** more than said maximum of Two Hundred Thirty Four Thousand One Hundred Dollars (\$234,100.00), for all services rendered pursuant to the **AGREEMENT**, except for such additional services as may be required by **GRAND JURY** or the **COUNTY**.
- XI. In the event the audit develops irregularities or unforeseen conditions requiring investigation beyond the scope of the regular audit, a report of such conditions shall be made by **CPA** to **GRAND JURY** and the **COUNTY**. Should further investigations be authorized and directed by **GRAND JURY** or the **COUNTY**, additional compensation therefore:
 - 1. Shall be paid to **CPA** at the hourly rates of each class of CPA, accountant, or clerical help as specified by the **CPA** in their original bid proposal delineating an hourly wage for such individual classes of CPA, accountant, and /or clerical assistance.
 - 2. Shall be paid based on detailed invoice specifying the hours of service for each class of CPA, accountant, or clerical help engaged therein.
 - 3. Shall be paid upon approval of the County Administrative Officer and drawn from the County Treasurer.
- XII. It is further agreed that **GRAND JURY** may require that **CPA** audit such additional departments, districts, funds and programs as it deems necessary to fulfill its function under Section 925 of the Penal Code, with

the concurrence and approval of the Superior Court of the State of California for the County of Mariposa. Additional compensation shall be paid to CPA upon the same basis as set forth in Paragraph XI herein.

- XIII. CPA shall bear the typical office material and equipment costs necessary for the production of the final audited financial statements and reports. CPA shall bear all travel, meal and lodging costs associated with the audit of programs as defined in Paragraph I.
- XIV. It is further understood and agreed that the **GRAND JURY** shall require that the CPA report as to the adequacy of the independent audit of the records and accounts of the Special Districts that are administered by the Mariposa County Board of Supervisors. There are thirteen Special Districts with combined appropriations of approximately 3.2 million.
- XV. Furthermore, it is mutually agreed the Board of Supervisors of **COUNTY** or the **GRAND JURY** may terminate this **AGREEMENT** at any time. However, if only **GRAND JURY** or **COUNTY** terminate this **AGREEMENT**, the party not terminating the **AGREEMENT** may enter into a new **AGREEMENT** within twenty (20) days after such termination, with CPA to complete the audit on the same terms, conditions, and payments as set forth herein, but omitting the party which terminated the **AGREEMENT**. If said party does not enter into such a new agreement within said twenty (20) day period, CPA shall be entitled to receive pro-rata payment for the services which it has rendered prior to the notification of such termination.
- XVI. Completion of all reports detailing the audit of **COUNTY's** financial statements shall be submitted to the **GRAND JURY** and the **COUNTY** no later than March 15th following the close of the prior fiscal year ending June 30th. For the four year contract described in this **AGREEMENT**, those dates would be March 15, 2017, March 15, 2018, March 15, 2019, and March 15, 2020. However, all transportation and transit related reports shall be completed on December 15th of each year following the close of the prior year ending June 30th due to special reporting guidelines set forth by the State of California.
- XVII. CPA shall file thirty (30) copies of the General Purpose Financial Statement Audit and the Single Audit Report as follows:
- Five (5) copies for the **GRAND JURY**.
 - Five (5) copies of the Board of Supervisors.
 - Eight (8) copies for the County Auditor (includes other departments and various outside agencies).
 - Twelve (12) copies to be filed with various State and Federal agencies.
- CPA shall file copies of the management report as follows:
- Twenty (20) copies for the County Auditor who will distribute to appropriate departments.
- CPA shall file copies of the Transportation and Transit audits as follows:
- Fifteen (15) copies for the County Auditor who will distribute to appropriate departments and agencies.
- XVIII. The final report shall contain at least the following:
1. An alphabetical index of **COUNTY** officials and departments.
 2. An Independent Auditor's Report on the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the

COUNTY, as of and for the year ended June 30, and the related notes to the financial statements, which collectively comprise the **COUNTY**'s basic financial statements. If **CPA** is unable to render an unqualified opinion and a qualified opinion is given, the reasons for such qualifications shall be fully explained.

3. Financial statements consisting of the Government-Wide Statement of Net Position, Statement of Activities, Balance Sheets and Statements of Revenues, Expenditures, and Changes in Fund Balance of all major and other governmental funds, and Balance Sheets and Statements of Revenues, Expenses and Changes in Net Position of each major proprietary fund and other enterprise funds.
 4. All other exhibits, schedules, and other data necessary for proper presentation of the results of the examination.
 5. Comments on the following:
 - Any indication of the misappropriation of public money or irregular disbursements. In addition, the **CPA** shall submit an immediate oral or written report to **GRAND JURY** upon discovery of such indication of misappropriation or irregular disbursements.
 - The effectiveness of the accounting systems and the internal control features, including testing of budget appropriations and funds to see that they are being properly accounted for.
 - Any improper maintenance or non-maintenance of required books, records, or accounts pertaining to financial transactions.
 - The action taken, if any, on those recommendations contained in the previous fiscal year **GRAND JURY** report.
- XIX. It is further agreed by and between the parties hereto that in the event **CPA** performs services under this **AGREEMENT** that are subsequently determined not to be charges against the **COUNTY**, neither **COUNTY**, the **GRAND JURY** or any of its members shall be held liable for any such expenditures.
- XX. **CPA** shall indemnify and hold **COUNTY** harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of **CPA** or **CPA**'s assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. **CPA** agrees to maintain a policy of personal liability insurance in the minimum amount of One Million Dollars (\$1,000,000) to cover such claims or in an amount determined appropriate by the County Risk Manager. It is understood that the duty of **CPA** to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by **COUNTY** of insurance certificates and endorsements required under this **AGREEMENT** does not relieve **CPA** from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this **AGREEMENT**, **CPA** acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- XXI. Professional Liability Coverage: **CPA** shall provide proof of professional liability coverage satisfactory to **COUNTY** prior to commencing work under the **AGREEMENT**.
- XXII. Termination of Funding: **COUNTY** may terminate this **AGREEMENT** with 30 days' notice upon determination that there is insufficient funding for this **AGREEMENT** per California State Constitution Article XVI, Section 18.

XXIII. This **AGREEMENT** requires the approval of the Board of Supervisors of the **COUNTY**, the **GRAND JURY**, and of the Superior Court of the State of California in and for the **COUNTY** in order to become effective.

IN WITNESS WHEREOF, the parties hereto have cause for this **AGREEMENT** to be executed as of the day and year hereinafter written.

Date: 04-06-2016

SMITH & NEWELL
By: Mailee Smith
Printed: MARILEE SMITH
Title: PARTNER

Date: 5-2-16

2015-16 MARIPOSA COUNTY GRAND JURY

By: William S. [Signature]

Title: Foreperson of the Grand Jury

2015-16 MARIPOSA COUNTY BOARD OF SUPERVISORS

Date: April 19, 2016

By: John Carrier

JOHN CARRIER

Title: Chairman

Mariposa County Board of Supervisors

Attest:

APPROVED AS TO FORM:

Rene LaRoche
RENE LAROCHE
Clerk of the Board

Steve W. Dahlem
STEVE DAHLEM
County Counsel

The foregoing is hereby approved this 5TH day of MAY, 2016.

Dana Walton
DANA WALTON

Judge of the Superior Court of the State of California
In and for the County of Mariposa

County of Mariposa

Proposal to Provide Independent Audit Services

Proposal Date: December 29, 2015



SMITH & NEWELL

CERTIFIED PUBLIC ACCOUNTANTS

CONTACT: MARILEE SMITH, CPA PARTNER

950 THARP ROAD, SUITE 502

YUBA CITY, CA 95993

(530) 673-9790

SMITHNEW@SBCGLOBAL.NET

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COUNTY OF MARIPOSA

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Norman Newell, CPA, Partner	
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Susan Beeter, CPA	
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SMITH & NEWELL

CERTIFIED PUBLIC ACCOUNTANTS

December 29, 2015

County of Mariposa
Auditor Controller
4982 10th Street
Mariposa, CA 95338

Smith & Newell, CPAs is pleased to submit our proposal to provide the County of Mariposa professional audit services for the fiscal years ending June 30, 2016, 2017, 2018 and 2019. We believe that our technical approach and staffing plan described herein respond fully to the County's needs.

We have presented in the following audit proposal our understanding of the County's requirements. We believe our qualifications, our proposed work plan, and our experience with auditing counties uniquely qualify Smith & Newell to provide the quality and scope of audit the County requires. We commit to performing the work within the required time periods.

We estimate that the total maximum fee for the various financial and compliance audits of the County as set forth in the Scope of Services section of this proposal will not exceed the following:

	<u>June 30, 2016</u>	<u>June 30, 2017</u>	<u>June 30, 2018</u>	<u>June 30, 2019</u>
County Financial Audit	\$ 44,000	\$ 45,750	\$ 47,500	\$ 49,250
Audit of Federal Expenditures	6,000	6,100	6,200	6,300
Transportation Commission Financial And Compliance Audit	2,200	2,250	2,300	2,350
Transit Financial and Compliance Audit	2,200	2,250	2,300	2,350
Transportation Commission Performance Audit	-	2,700	-	-
Transit Performance Audit	<u>-</u>	<u>2,100</u>	<u>-</u>	<u>-</u>
Total Maximum Fee	<u>\$ 54,400</u>	<u>\$ 61,150</u>	<u>\$ 58,300</u>	<u>\$ 60,250</u>

The following individuals are authorized to make representations for Smith & Newell CPAs:

Marilee Smith, CPA Partner
950 Tharp Road, Suite 502
Yuba City, CA 95993
(530)673-9790

Norman Newell, CPA Partner
950 Tharp Road, Suite 502
Yuba City, CA 95993
(530)673-9790

As the partner signing this proposal I can legally bind the firm and represent that our proposal will remain firm throughout the selection process.

In summary, we believe that Smith & Newell provides you with outstanding qualifications. We are committed to performing the work within the time periods established and meeting the required delivery date of your annual audit reports. Partner involvement and experienced staff are key to the audit's success. The partners spend time at the County to ensure communication lines remain open, to ensure there is an ongoing consistency of staff, and to ensure that the County's needs are met. Our staff, who will be assigned to the County's audit, are experienced governmental professionals that have experience with many county audits as well as with the County of Mariposa. Each of our staff bring experience that allows for a new outlook to the audit with innovative suggestions to improve quality and efficiency.

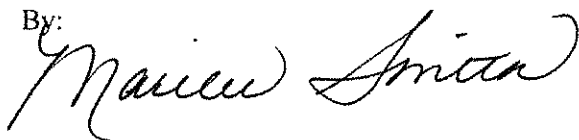
We believe that we are the best selection for the County. We feel the choice of an audit firm should be primarily based upon staff. We have an extremely low percentage of key employee turnover and we are confident that we will provide the County with consistent staff over the contract period.

We hope that as you read through this proposal, you recognize the philosophy of our firm which is to provide each of our clients with exceptional service, experienced staff, and an audit approach that will fit their needs. Our dedication to quality, professional standards and service has been the guiding force in our firm since its inception in 1988. Thank you for providing us the opportunity to present our proposal. This is a firm and irrevocable offer for 60 days. As the partners in the firm of Smith & Newell CPAs, Marilee Smith and Norman Newell are authorized to make representations for the firm. If you have any questions concerning this proposal, please contact us at (530)673-9790, smithnew@sbcglobal.net or fax (530)673-1305.

Very Truly Yours,

Smith & Newell, CPAs

By:



Marilee Smith, CPA
Partner

SECTION 1

FIRM PROFILE

Our Practice

Smith and Newell is a local CPA firm located in Yuba City, California. We are a general partnership providing auditing, accounting, tax, consulting and other services. These services are provided to a variety of clients in government and nonprofit organizations as well as corporations, partnerships and individuals. Currently our firm consists of six professionals and two administrative personnel. The professional staff that we will use for the County of Mariposa audit consists of two partners, one manager and two supervisors.

Smith and Newell has an extremely low percentage turnover of key professional staff. Thus, our staff has a unique blend of experience, technical knowledge, and management expertise which can only be found in a firm that has maintained consistency of staffing. We feel this is an important aspect of our practice that enables us to provide our clients with the highest quality product available. We specialize in governmental auditing including federal grant programs and unique areas specific to government.

As the partners in the firm of Smith & Newell, we have a commitment to maintain a “hands on” approach to our governmental audits. We actively participate in all phases of each engagement and feel that because of this policy we are able to offer you a high quality audit at a reasonable price.

In addition to audit services, Smith & Newell provides general accounting services as well as tax consulting, tax preparation and a variety of consulting services. We have a track record of providing practical recommendations with realistic considerations of the operating environment and organizational resources. Even the best run organization has potential areas for productivity improvements. We can assist in identifying these opportunities to improve operational efficiency and effectiveness.

Computer Capabilities

Our firm uses specialized software to automate the audit process and our staff is trained in its use. We have software to generate financial statements, working trial balances, audit work papers, tax schedules, perform various analytical review procedures, and produce budget and cost data for the audit engagement. The latter has been a particularly useful tool in controlling the progress of an engagement by ensuring that time is being

allocated to each area in accordance with the audit plan and that deviations are quickly identified and corrected.

References

Smith & Newell is proud of our high percentage of retained clients. We encourage you to contact our clients and get their feedback regarding our service, staff, partner involvement and our ability to meet strict time lines. Included in Appendix A is a list of governmental clients we have audited in the last five years. Following are several clients with phone numbers for contact purposes, however, any of our clients may be contacted for references.

COUNTY OF CALAVERAS

Scope of Services:

Comprehensive Annual Financial Report, Single Audit, Treasury Oversight Compliance Audit, Abandoned Vehicle Abatement Service Authority and Gann Appropriations Limit calculation

Years Served:

Fiscal years ending June 30, 2011 to present

Engagement Partner:

Marilee Smith and Norman Newell

Contact:

Rebecca Callen, Auditor-Controller, (209)754-6348, rcallen@co.calaveras.ca.us

COUNTY OF COLUSA

Scope of Services:

Annual Financial Report, Treasury Oversight, Single Audit and Gann Appropriations Limit calculation

Years Served:

Fiscal years ending June 30, 2001 to present

Engagement Partner:

Marilee Smith and Norman Newell

Contact:

Peggy Scroggins, Auditor Controller, (530)458-0400, pscroggins@countyofcolusa.org

COUNTY OF TEHAMA**Scope of Services:**

Annual Financial Report, Single Audit, Abandoned Vehicle Abatement Service Authority, Treasury
Oversight and Gann Appropriations Limit calculation

Years Served:

Fiscal years ending June 30, 2008 to present

Engagement Partner:

Marilee Smith and Norman Newell

Contact:

LeRoy Anderson, Auditor-Controller, (530)527-3474, landerson@tehama.net

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SECTION 2

AUDIT TEAM

A quality audit demands quality people, and we have those people. The audit for County of Mariposa requires a team with experience and skills in large scale engagements, public sector work, advanced audit techniques and technology, as well as current applications of generally accepted accounting principles relevant to governments. The professionals we will use to staff your audit team will have the requisite skills and understanding necessary to provide you with a well-run and comprehensive audit. All key staff are independent from the County of Mariposa as defined by generally accepted auditing standards and they are licensed to practice in the State of California.

Your Audit Team

Your audit team is committed to ensuring that:

- You will be kept informed of all relevant accounting and reporting developments.
- Our work is conducted in an organized and efficient manner which will minimize interference with normal County operations.
- All issues, current and prospective, are dealt with on a timely basis.
- Significant matters are communicated to County officials as appropriate.

Marilee Smith and Norman Newell will be responsible for the management of this audit. Both partners actively participate in all phases of the audit. They are present during the fieldwork as well as available during the year for continued communications.

Continuing Education

In compliance with Generally Accepted Government Auditing Standards, our firm administers a program to ensure that all professional staff members meet continuing professional education (CPE) requirements. Since a large percentage of Smith & Newell's client base includes governmental entities, we are aware of the strict educational guidelines required by the "Yellow Book", Government Auditing Standards, published by the U.S. General Accounting Office. As part of our quality control program, we ensure that all members of the audit team complete a minimum of 80 hours of continuing professional education every two years, of which 24 must relate directly to government.

Commitment to Maintain Continuity of Staff

Our firm believes in maintaining the same management team and staff throughout the term of our contract with your County. Many of our clients, as well as prospective clients, ask for our firm to maintain continuity of staff. We understand that having a continuity of auditors minimizes the time that County personnel must commit to educating auditors about where accounting records are filed and explaining County operations. From a business perspective, Smith & Newell also would prefer to maintain continuity of staff as our firm would be more efficient and effective when conducting the audit of your County. Thus, we commit to staffing your engagement with the same auditors from the previous year to the extent they are employed by our firm.

Resumes

A resume for each of the members of the firm audit team who will be participating in the audit is included in the following section.

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MARILEE SMITH, CPA, PARTNER

RESUME

POSITION

Marilee is a partner in Smith & Newell CPAs specializing in audits of governmental entities.

EDUCATION

Bachelor of Science degree in Business Administration with a concentration in Accounting from California State University, Chico

BACKGROUND

Marilee has over 30 years of professional experience providing auditing, accounting and consulting services to governmental entities. As a partner in Smith & Newell, she has managed audits for numerous counties, cities, housing authorities, redevelopment agencies, special districts and grants and special programs.

PROFESSIONAL ASSOCIATIONS

American Institute of Certified Public Accountants (AICPA)
California Society of Certified Public Accountants (CalCPA)
Association of Government Accountants (AGA)

CONTINUING PROFESSIONAL EDUCATION

Marilee has satisfied the "Yellow Book" requirement of having at least eighty hours continuing professional education every two years, of which twenty four must directly relate to the government environment. and government auditing.

2013

Governmental	33
Accounting & Auditing/Fraud	16
Tax	8

2014

Governmental	32
Accounting & Auditing/Fraud	16
Tax	8

2015

Governmental	32
Accounting & Auditing/Fraud	16
Tax	8
Ethics, Regulatory & Review	6

RELEVANT EXPERIENCE

For the fiscal year ended June 30, 2015, Marilee actively participated in the government audits of eight counties, six cities and numerous other governmental entities.

NORMAN NEWELL, CPA, PARTNER RESUME

POSITION

Norm is a partner in Smith & Newell CPAs specializing in audits of governmental entities.

EDUCATION

Bachelor of Science degree from University of California, Cal Poly and a second Bachelor of Science degree in Business Administration with a concentration in Accounting from California State University, Chico.

BACKGROUND

Norm has over 25 years of professional experience providing auditing, accounting and consulting services to governmental entities. As a partner in Smith & Newell, he has managed audits for numerous counties, cities, housing authorities, redevelopment agencies, special districts and grants and special programs. .

PROFESSIONAL ASSOCIATIONS

American Institute of Certified Public Accountants (AICPA)
California Society of Certified Public Accountants (CalCPA)
Association of Government Accountants (AGA)

CONTINUING PROFESSIONAL EDUCATION

Norm has satisfied the "Yellow Book" requirement of having at least eighty hours continuing professional education every two years, of which twenty four must directly relate to the government environment. and government auditing.

2013

Governmental	48
Accounting & Auditing/Fraud	16
Tax	32

2014

Governmental	40
Tax	40

2015

Governmental	48
Tax	32
Ethics, Regulatory & Review	6

RELEVANT EXPERIENCE

For the fiscal year ended June 30, 2015, Norm actively participated in the government audits of eight counties, six cities and numerous other governmental entities.

MATT DAVIS, CPA, MANAGER

RESUME

POSITION

Matt is a manager in Smith & Newell CPAs specializing in audits of governmental entities.

EDUCATION

Bachelor of Science degree from Harding University, Arkansas

BACKGROUND

Matt has over 12 years of professional experience providing auditing, accounting and consulting services to governmental entities. As a manager in Smith & Newell, he has actively participated in audits for numerous counties, cities, housing authorities, redevelopment agencies, special districts and grants and special programs. .

PROFESSIONAL ASSOCIATIONS

American Institute of Certified Public Accountants (AICPA)
California Society of Certified Public Accountants (CalCPA)
Association of Government Accountants (AGA)

CONTINUING PROFESSIONAL EDUCATION

Matt has satisfied the "Yellow Book" requirement of having at least eighty hours continuing professional education every two years, of which twenty four must directly relate to the government environment. and government auditing.

2013

Governmental	32
Accounting & Auditing/Fraud	24
Tax	8

2014

Governmental	37
Accounting & Auditing/Fraud	8
Tax	8

2015

Governmental	34
Accounting & Auditing/Fraud	8
Tax	8

RELEVANT EXPERIENCE

For the fiscal year ended June 30, 2015, Matt actively participated in the government audits of eight counties, six cities and numerous other governmental entities.

SUSAN BEETER, CPA, SUPERVISOR RESUME

POSITION

Susan is a supervisor in Smith & Newell CPAs specializing in audits of governmental entities.

EDUCATION

Bachelor of Science degree in Accounting from North Dakota State University

BACKGROUND

Susan has over 10 years of professional experience working with Smith & Newell. She has provided auditing and accounting services to a variety of governmental entities. As a supervisor in Smith & Newell, she has actively participated in audits for numerous counties, cities, housing authorities, redevelopment agencies, special districts and grants and special programs.

PROFESSIONAL ASSOCIATIONS

American Institute of Certified Public Accountants (AICPA)
California Society of Certified Public Accountants (CalCPA)
Association of Government Accountants (AGA)

CONTINUING PROFESSIONAL EDUCATION

Susan has satisfied the “Yellow Book” requirement of having at least eighty hours continuing professional education every two years, of which twenty four must directly relate to the government environment. and government auditing.

2013

Governmental	32
Accounting & Auditing/Fraud	16
Tax	8

2014

Governmental	32
Accounting & Auditing/Fraud	16
Tax	8

2015

Governmental	38
Accounting and Auditing/Fraud	8
Tax	8

RELEVANT EXPERIENCE

For the fiscal year ended June 30, 2015, Susan actively participated in the government audits of eight counties, six cities and numerous other governmental entities.

CARRIE SCHROEDER, CPA, SUPERVISOR RESUME

POSITION

Carrie is a supervisor in Smith & Newell CPAs specializing in audits of governmental entities.

EDUCATION

Bachelor of Science degree from California State University Sacramento

BACKGROUND

Carrie has over 8 years of professional experience working with Smith & Newell. She has provided auditing and accounting services to a variety of governmental entities. As a supervisor in Smith & Newell, she has actively participated in audits for numerous counties, cities, housing authorities, redevelopment agencies, special districts, grants and special programs.

PROFESSIONAL ASSOCIATIONS

American Institute of Certified Public Accountants (AICPA)
California Society of Certified Public Accountants (CalCPA)
Association of Government Accountants (AGA)

CONTINUING PROFESSIONAL EDUCATION

Carrie has satisfied the "Yellow Book" requirement of having at least eighty hours continuing professional education every two years, of which twenty four must directly relate to the government environment. and government auditing.

2013

Governmental	20
Accounting & Auditing/Fraud	24
Tax	8
Ethics	8

2014

Governmental	24
Accounting & Auditing/Fraud	16
Tax	16

2015

Governmental	32
Accounting & Auditing/Fraud	8
Tax	8

RELEVANT EXPERIENCE

For the fiscal year ended June 30, 2015, Carrie actively participated in the government audits of eight counties, six cities and numerous other governmental entities.

SECTION 3

AUDIT SCOPE AND PROGRAM

Basic Financial Statements

We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the County of Mariposa as of June 30, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement County of Mariposa's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to County of Mariposa's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary information other than RSI, such as the combining nonmajor fund statements will also accompany County of Mariposa's financial statements. We will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

Based on information that the County provides, we will perform nonaudit services which include compiling the financial statements including all footnote disclosures, all required supplementary information, with the exception of the Management Discussion and Analysis report, all combining schedules and the GASB 34 required full accrual Government Wide Statements.

Single Audit

We will perform the single audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. The Schedule of Federal Expenditures will be prepared based on information provided by the County and will include required additional disclosures on the California Office of Emergency Services programs and Board of Corrections awards. We will issue our report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards and our report on Compliance for Each Major Program and on Internal Control over Compliance Required by OMB Circular A-133.

County Transportation Reports

We will audit the financial statements of the governmental activities, each major fund and the aggregate remaining fund information of the Mariposa County Transportation Commission and the financial statements of the Mariposa County Transit Fund, which is considered a fund of the County, as of June 30, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended. We will conduct our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. Our audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. Our audit will also include assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation.

For the year ended June 30, 2017, we will perform a Triennial Performance Audit of the Mariposa County Transportation Commission and the Mariposa County Transit Fund. These audit will be performed in accordance with guidance contained in the Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities, published by the California Department of Transportation. The purpose of this performance audit will be to evaluate the efficiency, effectiveness, and economy of the operation of the Mariposa County Transportation Commission and the Mariposa County Transit Fund.

Management Report

We may issue a management report if issues are noted where improvements could be implemented. We believe that management reports are a fundamental and useful product of our professional services. In addition to communicating weaknesses in accounting and administrative controls, the primary objective of the management letter is to provide suggestions for improvements of fiscal operations. With the experience and knowledge that Smith & Newell personnel have gained from auditing the government sector, we believe that our management report comments will be extremely helpful to your management, Board of Supervisors and audit committee.

Our approach will be to develop management advice which will help the County to carry out the financial aspects of its varied operations and, more specifically, meet government reporting requirements. Our management report will, of course, cover any instances we encounter of noncompliance with laws, regulations, and agreements relative to accounting and financial reporting. But, more importantly, it will deal with recommendations for improvements in the areas of financial management, data processing operations, accounting procedures, and internal controls. Should there be any conditions discovered which lead to the belief that material errors, defalcations, and/or circumstances may exist, that require extended services, we will promptly advise the County. Our audit approach also includes a review, on a rotational basis, of each major County office or department which receives and/or disburses money. As a result of this approach, we are often in a position to offer observations or suggestions on the flow of data and financial information to management and to make recommendations regarding the strengthening of internal controls and administrative efficiency.

Other Requirements

We will produce the required number of copies of the reports for the County and transmit the reports to the State Controller's Office. We will also prepare for the County Auditor Controller's signature the data collection reporting package for submission to the Single Audit Clearinghouse.

Audit Approach

Our audit approach is different from the traditional approach in many respects. It recognizes that most audit objectives can be achieved by a number of different approaches. The important consideration is to perform the audit as effectively and efficiently as possible. Since all organizations are unique, very few audits can be performed using identical work plans. Our audit process provides a means to respond appropriately to the major requirements of each audit so that audit effort is placed where audit risks and significance are the greatest.

This audit approach offers several distinct advantages over the more traditional techniques. Those particularly important to County of Mariposa include:

- **An emphasis on planning** - Our approach emphasizes comprehensive audit engagement planning. Additional areas we cover during this phase of the audit are: a complete review of the reports, including new GASB updates; a planning meeting with the County to discuss County and our staff assignments and timing.
- **Use of audit preparation schedule** - We will provide County management with a detailed list of items that will be needed from County personnel to facilitate a timely delivery of professional services. The list will identify in detail, items that will help County management prepare to be audited by our firm.
- **Use of government specific software programs** - Our firm uses software specifically designed to meet the reporting needs of governmental entities. We prepare preliminary reports before we actually begin audit fieldwork and have the capability to quickly and easily make adjustments as required. This permits us to produce timely final audited financial statements.
- **Emphasis on training and retention of experienced staff** - Governmental accounting is an increasingly complex area and we fully recognize the need for trained and experienced staff. All of the staff we will use on the Mariposa County audit have extensive experience and training.

Our auditors will employ procedures to test the County's compliance with the provisions of all applicable Federal, State and local statutes, ordinances, administrative codes, rules or regulations, bond indentures, grant agreements, and other contractual obligations.

We understand our responsibilities and will communicate our progress to the County, including proper and timely notification of serious weaknesses in internal accounting control, material errors, and irregularities, should they exist. As a professional CPA firm, we will remain independent and objective during the engagement. In addition, we will retain all work papers for a minimum of seven years. The working papers will be available to authorized representatives of the County. We understand that the timely completion of our engagement is important. With the support of the County's personnel, we can commit to achieving all required deadlines.

Our audit approach is designed to concentrate on key controls and areas of risk. It anticipates the cooperation of County personnel without detracting significantly from their day-to-day responsibilities. We will carefully evaluate our use of County personnel to make sure that we use their time wisely and in the best interest of the County. The timing of our audit procedures can be modified to meet the County's workload patterns.

The approach that we have found to be most efficient is to organize the engagement by planning in advance. We send a list of items we will require at the time of audit to the County in the Planning Phase of the audit. We call this list a Client Preparation Schedule. This schedule will include typical audit documentation as well as requests for certain required disclosures such as pension and OPEB information.

We expedite the fieldwork portion of the engagement by having a staff of four experienced auditors, including at least one partner, present at all times during the scheduled fieldwork. This allows us to move quickly through our planned audit procedures and the involvement of the partners makes possible immediate resolution of any accounting questions or problems as they may arise.

We have developed and utilize computer resources specifically designed for audits of governmental agencies. Performing government audits is at the core of our audit practice. Because of this, we have resources included on every computer which provides assistance and immediate access to information necessary to perform the audit. These resources include model working papers, information on recommended auditing procedures for a variety of circumstances and sample reporting formats and disclosures. In addition, our financial statement formatting is linked to our working trial balances. Therefore, we have preliminary financial statements very early on in our engagement. This access to preliminary financial statements enables us to note unusual variances and refine our audit approach on a regular basis.

Audit Methodology and Estimated Time Frame

Our audit methodology for performing financial statement audits of government entities involves four phases - Planning, Internal Control, Testing and Reporting. These phases are summarized below along with the estimated time frame.

Phase I - Planning

This phase establishes our basic understanding and our initial planning. It is our intention to complete the planning phase as interim work in July each year. Smith & Newell will meet with the County to plan out the audit services for the year. These meeting will discuss any prior audit issues and the proposed interim work plan. The planning phase is handled primarily by managers and partners.

- Establish an understanding with the County
- Schedule staffing and conduct staff fraud and discussion meeting
- Develop and expand understanding of the County's operations by review of prior year work papers, staff interviews and reviewing minutes
- Perform preliminary analytical procedures
- Determine planning and design materiality and tolerable misstatement
- Identify significant line items, accounts, assertions and required supplemental information
- Identify significant cycles, accounting applications, and systems
- Identify significant provisions of laws and regulations
- Identify risk factors
- Determine likelihood of effective information system controls
- Identify relevant operations controls to evaluate and test
- Prepare initial Audit Preparation Schedule and transmit to County

Phase II - Internal Control Phase

The timing of this phase is dependent on when the County has completed the initial Client Preparation Schedule and closed the County general ledger. It is our intention to complete the internal control phase in October or November of each year. The internal control phase is handled by manager and supervisor level staff, supervised by partners.

- Develop and expand understanding of information systems
- Identify control objectives
- Identify and understand relevant control activities for financial reporting as well as for single audit
- Determine the nature, extent, and timing of control tests and compliance
- Perform nonsampling control tests and test compliance
- Assess internal control on a preliminary basis
- Request Federal program expenditure schedule from County and determine major programs
- Request County trial balances
- Compile fund statements
- Documentation

Phase III - Testing Phase

The timing of this phase will be flexible to best accommodate the schedule of the County while keeping in line with statutory requirements. It is our intention to complete the testing phase in October or November of each year. The testing phase is handled by supervisor and manager level staff, supervised by partners.

- Design the nature, extent, and timing of further audit procedures
- Design tests
- Perform tests and evaluate results
- Compliance tests including OMB A-133 major single audit programs
- Substantive procedures - overview
- Substantive analytical procedures
- Substantive detail tests
- Meet with County to discuss reports, pending items and observations
- Obtain legal representation letter and review for potential liability
- Documentation

Phase IV - Reporting Phase

The timing of this phase will be planned to enable us to meet the required due dates for the County's reports. It is our intention to complete the reporting phase in December of each year. The reporting phase involves participation by all staff levels with supervision and review by partners.

- Perform overall analytical procedures
- Reassess materiality and risk
- Evaluate misstatements
- Conclude other audit procedures and clear open items with County
- Determine conformity with applicable standards
- Complete comprehensive engagement review
- Compile draft reports for County review
- Incorporate County feedback, management representation letter and County prepared Transmittal letter and MD&A
- Finalize reports
- Make presentation to County Board of Supervisors
- Prepare Data Collection Forms for submission to the Federal Clearing House

Required Reports

We will conduct our audit in accordance with generally accepted auditing standards, and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. The Schedule of Expenditures of Federal Awards will be presented for purposes of additional analysis as required by the U.S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. In addition, we will provide a letter of findings and recommendations to management, based on our overall audit of the County's financial records, its system of internal controls and its accounting systems. We will conduct an audit and issue separate

financial statements for the Mariposa County Transportation Commission including the Mariposa County Transit Fund. We will conduct a triennial performance audit for both entities for the year ended June 30, 2017.

Estimated Completion Dates

It is our plan to begin fieldwork as soon as the County has the accounting records ready for audit. At the conclusion of our fieldwork we will issue draft reports for the County review. Upon receiving County approval of the draft financial reports, a County representation letter, a County Legal representation letter, approval of proposed audit adjustments and the County prepared Management Discussion and Analysis (MD&A) we will issue the required final reports.

SECTION 4

COST DATA

Based upon our understanding of your needs as described in your request for proposal and outlined in the Scope of Services section of this proposal, the estimated hours and proposed maximum fees follows:

Estimated Hours and Standard Hourly Rate

<u>Identification of Audit Team By Classification</u>	<u>Standard Hourly Rate</u>	<u>Estimated Hours</u>
Partner	\$ 150	100
Manager	120	100
Supervisors	100	154
Staff Accountant	80	90
Administrative Assistant	60	80
		<u>524</u>

We estimate a total of 524 hours annually, plus an additional 45 hours for the Transportation/Transit Performance Audits in 2017.

Summary of Total Not to Exceed Cost

The estimated summary of total not to exceed cost per engagement is as follows:

	<u>June 30, 2016</u>	<u>June 30, 2017</u>	<u>June 30, 2018</u>	<u>June 30, 2019</u>
General County Audit	\$ 44,000	\$ 45,750	\$ 47,500	\$ 49,250
Audit of Federal Expenditures	6,000	6,100	6,200	6,300
Transportation Commission Financial And Compliance Audit	2,200	2,250	2,300	2,350
Transit Financial and Compliance Audit	2,200	2,250	2,300	2,350
Transportation Commission Performance Audit	-	2,700	-	-
Transit Performance Audit	-	2,100	-	-
Total Maximum Fee	<u>\$ 54,400</u>	<u>\$ 61,150</u>	<u>\$ 58,300</u>	<u>\$ 60,250</u>

Additional Professional Services

If it should become necessary for the County to request Smith & Newell, CPAs to render any additional services to either supplement the services described in this proposal or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the County and Smith & Newell, CPAs.

SECTION 5

ADDITIONAL DATA

Peer Review

Our firm is devoted to quality, and we have taken extra steps to ensure that we meet the highest professional standards of quality. Every three years, our quality controls are examined by specially trained CPAs from other firms. Results of these reviews, called peer review reports, are available to the public, and a copy of our most recent peer review report is included in Appendix B to this proposal.

We are pleased that we have received an unqualified opinion on all of our reviews, meaning that our firm adheres to the most rigorous criteria of our profession for CPA firms.

Those criteria were established by the Division of CPA Firms of the American Institute of CPAs. Peer review is one of the requirements for membership in the Division, which was organized in 1977. We have become a member because we believe that anything a firm can do to improve quality should be done.

Practice Management and Staff Capacity

We manage our firm very carefully to avoid scheduling and deadline problems. We summarize the previous year activity early in the current year and perform assessments of the coming engagements. Decisions are made at this time regarding increasing staff and continuing education requirements. As the year progresses, clients are added and schedules are fine tuned. This is the time when an emphasis is put on training and preparing for the audits. At this time we update our annual checklists to ensure that all new developments are adequately covered. We review all new pronouncements and coordinate our planned audit approach with the appropriate cognizant agency. We also review prior year reports to ensure that we are able to focus on areas of particular concern. Because of this planning, we are able to commit and maintain key staffing, both number and level required to successfully conclude an engagement of this magnitude.

Independence

Smith & Newell meets the independence standards of the GAO Government Auditing Standards (1994 revision) and the American Institute of Certified Public Accountants Code of Ethics.

Insurance

All employees of the firm are covered by Worker's Compensation Insurance and the firm maintains \$1,000,000 in professional liability insurance. Prior to execution of the contract, verification of all other required insurance will be provided.

APPENDIX A: FIRM RESUME

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FIRM RESUME

(Last Five Years)

Cities (Including Single Audits)

City of Auburn
City of Biggs
City of Colusa
City of Grass Valley
City of Jackson
City of Lincoln
City of Live Oak
City of Nevada City

Counties (Including Single Audits)

County of Calaveras
County of Colusa
County of Del Norte
County of Glenn
County of Lake
County of Mariposa
County of Nevada
County of Plumas
County of Siskiyou
County of Tehama

Redevelopment Agencies/Housing Authorities

City of Grass Valley Redevelopment Agency
City of Live Oak Redevelopment Agency
Regional Housing Authority of
Sutter and Nevada Counties
Nevada County Housing Authority

Transportation Audits

Colusa County Transportation Commission/Transit
Lake County/City Area Planning Council
Mariposa County Transportation Commission/Transit
Plumas County Transportation Commission/Transit

Other Audits

Yuba Sutter Economic Development Corporation
Yuba Sutter United Way
North Valley Behavioral Health
Willow Glen Counseling Center
Counseling Solutions
Children and Families First - Mariposa County
Children and Families First - Plumas County

Special Districts

Bertsch Oceanview Community Service District
Big Rock Community Service District
Big Springs Irrigation District
Border Coast Regional Airport Authority
Brophy Water District

Special Districts (Continued)

Butte Valley Fire Protection District
Central Valley Rice Growers Assoc.
Colusa Basin Drainage District
Colusa County Water District
Colusa Resource Conservation District
Copco Lake Fire Protection District
Crescent Fire Protection District
Del Norte County Library District
Del Norte Solid Waste
Drainage District No. 100
Etna Cemetery District
Feather Water District
Fort Dick Fire Protection District
Gilsizer County Drainage District
Happy Camp Fire Protection District
Hidden Valley Lake CSD
Higgins Fire Protection District
Hornbrook Fire Protection District
Hunter Valley Community Service District
Kelseyville Fire Protection District
Klamath Community Service District
Knights Landing Ridge Drainage District
Lake County Fire Protection District
Lake of the Pines Ranchos Community Services
Lakeport Fire Protection District
Levee District No. 1
Levee District No. 9
Live Oak Cemetery District
Mariposa Resource Conservation District
Maxwell Public Utility District
Mayten Fire Protection District
Mt. Shasta Fire Protection District
Mystic Mine Community Services District
North San Juan Fire Protection District
Ophir Hill Fire Protection District
Picard Cemetery District
Reclamation District No. 108
Reclamation District No. 1500
Redwood Park Community Service District
Rough & Ready Fire Protection District
Sacramento River Westside Levee District
Scott Valley Irrigation District
Smith River Community Service District
Smith River Fire Protection District
South Sutter Water District
Sutter Basin Fire Protection District
Sutter Cemetery District
Sutter Community Services District
Sutter Mutual Water Company
Sutter Resource Conservation District
Yolo County Water Control and Conservation District
Tulelake Multi-County Fire Protection District

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APPENDIX B: PEER REVIEW

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Constance Coughlan, CPA



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Member:
American Institute of CPAs
California Society of CPAs
Hawaii Society of CPAs
Oregon Society of CPAs

1250 Main Street, Suite 290
Napa, California 94559
707 255-0677
Fax 707 255-0687

November 16, 2012

System Review Report

To Smith & Newell, CPAs and the Peer Review Committee
of the California Society of Certified Public Accountants

I have reviewed the system of quality control for the accounting and auditing practice of Smith & Newell, CPAs (the firm) in effect for the year ended May 31, 2012. My peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of my peer review, I considered reviews by regulatory entities, if applicable, in determining the nature and extent of my procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. My responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on my review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

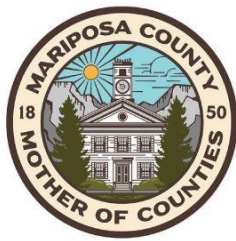
As required by the standards, engagements selected for review included audits under *Government Auditing Standards*.

In my opinion, the system of quality control for the accounting and auditing practice of Smith & Newell, CPAs in effect for the year ended May 31, 2012 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Smith & Newell, CPAs has received a peer review rating of *pass*.

Constance Coughlan

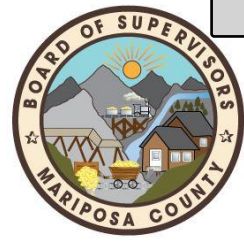
Constance Coughlan, CPA

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MARIPOSA COUNTY

Board of Supervisors • 209-966-3222



D.9

MEETING: September 13, 2022

TO: The Board of Supervisors

FROM: Marshall Long, District III Supervisor

RE: Proclamation - Constitution Week 2022

RECOMMENDATION AND JUSTIFICATION:

Proclaim September 17 - 23, 2022, as "Constitution Week." (Supervisor Long)

National Society of the Daughters of the American Revolution petitioned Congress in 1955 to set aside September 17th - 23rd annually in observance to commemorate America's most important document. President Dwight D. Eisenhower signed the resolution into public law on August 2nd, 1956.

Constitution week aims to celebrate by:

- Emphasizing citizen's responsibility to protect and defend the constitution.
- Informing people that the constitution is the basis for America's great heritage and the foundation for our way of life.
- Encouraging the study of the historical events which led to the framing of the Constitution in September 1787.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved this and similar Proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to recognize the Constitution of the United States of America and the efforts to celebrate it by the National Society of the Daughters of the American Revolution.

ATTACHMENTS:

Constitution Week(PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

The Mariposa County Board of Supervisors

Proclaims the

Week of September 17th – 23rd, 2022

as

“Constitution Week”

WHEREAS, September 17th, 2022, marks the two hundred thirty-fifth anniversary of the drafting of the Constitution of the United States of America; and

WHEREAS it is fitting and proper to officially recognize the magnificent document and the memorable anniversary of its creation; and to officially recognize the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Congress by a joint resolution of August 2nd, 1956 (32 U.S.C 108, as amended), guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through 23rd as “**CONSTITUTION WEEK**”; and

WHEREAS the National Society of the Daughters of the American Revolution promotes and celebrates our Nation’s great achievement by emphasizing citizen’s responsibility to protect and defend the constitution; Informing people that the constitution is the basis for America’s great heritage and the foundation for our way of life; and encouraging the study of the historical events which led to the framing of the Constitution in September 1787.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby proclaims the week of September 17th through 23rd, 2022 as “**CONSTITUTION WEEK**” in Mariposa County.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 13th day of September 2022, by unanimous vote.

ROSEMARIE SMALLCOMBE, District I Supervisor

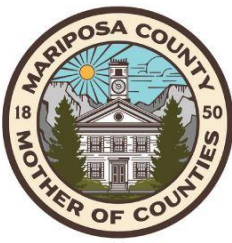
WAYNE FORSYTHE, District IV Supervisor

VACANT, District II Supervisor

MILES MENETREY, District V Supervisor

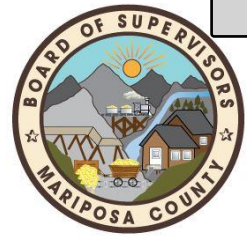
MARSHALL LONG, District III Supervisor

Attachment: Constitution Week (2022-83 : Proclamation - Constitution Week 2022)



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 III
DISTRICT IV

ACTION SUMMARY MINUTES

July 12, 2022

A. 9:02 AM Called to Order

Chair Smallcombe noted Agenda item I, the Public Finance Corporation meeting and K.7 Regular Agenda Items were withdrawn. The Vehicle Parking District item will be moved to after the Regular Agenda and a correction to CSA 1M noting the Chair is Supervisor Long and the Vice-Chair is Supervisor Forsythe.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:02 AM
Marshall Long	District III Supervisor	Present	9:02 AM
Wayne Forsythe	District IV Supervisor	Present	9:02 AM
Miles Menetrey	District V Supervisor	Present	9:02 AM

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

None.

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

Public comment received from Pete Judy/Chief Probation Officer who commented on CA.18. noting law enforcement branches' jobs are to protect the community. Probation supervises these individuals to ensure they remain law-abiding citizens. Chief Judy sang the praises of his team.

Bill King/Executive Director of Mariposa Trails commented on CA.5 and gave a brief overview of the project and thanked the Board for recognizing this item.

Supervisor Long commented on CA.7, thanking County Counsel for bringing this item back with a longer lease.

Supervisor Menetrey commented on CA.18 apologizing for the change in

procedure in regards to proclamations and thanked the Probation Department.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

CA1. Health and Human Services RES-2022-397

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Administration/Human Resources RES-2022-398

Approve an Agreement with Liebert Cassidy Whitmore (LCW) to Provide Legal Services and Training in an Amount Not to Exceed \$250,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA3. Agricultural Commissioner RES-2022-399

Approve Organic Program Cooperative Agreement No. 22-0388-000-SA for Fiscal Year 2022/2023 with the California Department of Food and Agriculture (CDFA); and Authorize the Chairman of the Board of Supervisors to Sign the Agreement

CA4. Board of Supervisors RES-2022-400

Ratify a Letter Opposing Assembly Bill 1608, Which Would Create Unavoidable, Significant Costs to Counties and Remove Existing Authority of Our Board of Supervisors

CA5. Board of Supervisors RES-2022-401

Approve a Letter of Support for a Grant Application Submitted by the Mariposa Trails for the South Fork Merced River Trails Project; and Authorize the Board Chair to Sign the Letter (Supervisor Menetrey)

CA6. Clerk of the Board of Supervisors (ID # 13043)

Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2

CA7. County Counsel RES-2022-402

Approve a Five Year Lease Agreement with Homen Properties LLC for Office Space for the Grand Jury; and Authorize the Board of Supervisors Chair to Sign the Lease Agreement

CA8. District Attorney RES-2022-403

Approve Five Year Agreement with Ponderosa Storage to Provide Long-Term Evidence Storage to the County for \$2,400.00 Per Year; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA9. Health and Human Services RES-2022-404

Approve an Agreement with the Department of Housing and Urban Development (HUD) Homeless Continuum of Care (CoC) Grant Program in an Amount of \$72,590; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA10. Health and Human Services RES-2022-405

Approve Acceptance of Crisis Care Mobile Units (CCMU) Program Funding from the California Department of Health Care Services (CDHCS) in the Amount Not to Exceed \$699,205; Authorize the Director of Mariposa County Health and Human Services Agency to Accept This Funding and Implement the Associated Program Activities; and Approve Budget Action Increasing Revenue and Appropriations in the Health and Human Services Agency CCMU Fund Budget for Additional Grant Revenue to be Received (\$699,205) 4/5ths Vote Required

CA11. Health and Human Services RES-2022-406

Approve Budget Action Recognizing Additional Realignment Revenue Received and Increasing Appropriations Within the Health and Human Services Agency (HHSA) Behavioral Health Budgets for Fiscal Year 2021-2022 Year-End Balancing (\$217,925) 4/5ths Vote Required

CA12. HHS/Behavioral Health & Recovery Services RES-2022-407

Approve an Agreement with Willow Glen Care Center to Provide Inpatient Mental Health Rehabilitation Services for Mariposa County Via Mariposa County Behavioral Health in an Amount Not to Exceed \$150,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA13. HHS/Behavioral Health & Recovery Services RES-2022-408

Approve an Agreement with Mariposa Safe Families to Carry Out Substance Abuse Prevention Activities in an Amount Not to Exceed \$167,962; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA14. HHS/Community Services RES-2022-409

Approve the Area 12 Agency on Aging (A12AA) Standard Agreement for Senior Meals and Transportation Programs for FY 2022-2023 in an Amount Not to Exceed \$276,336; Authorize the Board of Supervisors Chair to Sign the Agreement; and Designate the Health and Human Services Agency Director as the Designee to Complete and Sign Documents Per Exhibit E of the Agreement

CA15. HHS/Social Services RES-2022-410

Approve a Three-Year Operational Agreement Between Mountain Crisis Services, a Program of Alliance for Community Transformations, Inc., and Mariposa County Health and Human Services Agency (HHSA) to Provide Services for Domestic Violence and Sexual Assault Victims; and Authorize HHSA Director to Sign the Agreement

CA16. Planning RES-2022-411

Approve a Three-Year Agreement with Environmental Systems Research Institute, Inc. (ESRI) for County Wide GIS Services Renewal Contract in an Amount Not to Exceed \$82,500; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA17. Probation RES-2022-412

Approve Agreement with Stericycle, Inc. to Provide On-Site Confidential Document Shredding Services at 5091 Bullion Street, Mariposa, California; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA18. Probation 2022-76

Proclaim the Week of July 17Th through July 23Rd as "Pretrial, Probation, and Parole Supervision Week"

CA19. Public Works RES-2022-413

Approve Budget Action Reducing General Funds and Increasing Administration CARES ACT Fund for Emergency Repairs of the Coulterville Service Area District Well (\$40,000) 4/5ths Vote Required

CA20. Public Works RES-2022-414

Approve Third Amendment with Quincy Engineering for the Schoolhouse Road Over Owens Creek Bridge Replacement Project Extending the Term of Agreement to December 31, 2025, Adding Environmental Work, and Increasing Compensation by \$210,030 for a New Not to Exceed Amount of \$729,030.00; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA21. Public Works RES-2022-415

Approve the Request for Qualifications (RFQ) for On-Call A&E Consultant Services; Authorize the Public Works and Transportation Director to Select the Lowest Responsible Bidders; and Authorize the Board of Supervisors Chair to Sign the Agreements (Subject to Approval as to Legal Form by County Counsel)

CA22. Treasurer-Tax Collector-County Clerk RES-2022-416

Accept the Statement of Votes Cast as Certified to the Secretary of State on June 24, 2022

E. Departmental Presentation

Walter Wall/District Attorney introduced five summer interns through the AB109 funds from Probation, those interns were Kaene Soto, Michael Matheson, Elaina Mero, Joshua Mireles, and Sydney Jacobs all of which are current law students.

Pete Judy noted as part of AB 109 a plan was created to recruit future County employees and noted it has been wonderful to see so many local students in the program.

Monica Nielsen/Agricultural Commissioner gave a brief update on the Commercial Ag Livestock passes noting 40+ passes have been applied for which allows up to six or seven operators on a pass.

Joe Lynch/Health and Human Services Agency Director noted that Chief Judy and his team are wonderful for our community. Mr. Lynch gave the information for the Red Cross for Aqua Fire evacuees which was located at the New Life Christian Church and stated if individuals needed assistance to call HHSA at 209-966-2000. He noted that Dr. Kristina Allen would be filling the role of looking over Fire Fighter Health, COVID-19, and Health Workplace Safety Advisor. Mr. Lynch announced that four air monitors have been set up to monitor air quality and the public can visit www.purpleair.com to view the air

quality. He also stated that the County will no longer be contact tracing for COVID-19.

Chair Smallcombe thank Mr. Lynch and his team for the work done over the last several years as well as the email received from Elizabeth Darcy/HHSA Point of Information Officer who sent out how to create an air purifier out of a box fan. Mr. Lynch stated that box fan filters are available to individuals in need and they could call 209-966-2000 to request one.

Shannon Hansen/Public Works Director noted the OES project for tree felling in the Ferguson area has been completed and they are working with Melinda Barrett/Resource Conservation District on tree removal. She noted all backlogged OES projects are now complete. Ms. Hansen thanked HHSA, because of their assistance, Parks, and Recreation has been able to onboard seven new lifeguards and all pools are open for public use. She also announced once PG&E has completed its portion, the Downtown project will be completed.

Jonathan Farrington/Executive Director Mariposa Tourism Bureau on the topic of the Washburn Fire wanted to recognize Tony McDaniels for his efforts in finding lodging for displaced visitors. Mr. Farrington noted the several efforts made to keep in contact with incoming visitors regarding the current fire situation. He handed the Clerk of the Board a pocket guide to Yosemite as well as a TOT/Lodging report, however, the report given was not for Mariposa County, it was labeled Madera County.

Jacob Hawley/Mariposa Visitors Center noted the Visitors Center is seeing roughly 100 people each day. These visitors are asking about smoke and air quality. He also announced Made in Mariposa received its own 501C and is now its own entity

1. **Clerk of the Board of Supervisors (ID # 13314)**

Handouts from Departmental Presentation Portion of the July 12Th, 2022, Meeting

RESULT: INFORMATION RECEIVED

F. Public Comment on Non-Agenda Items

None.

Recess Board of Supervisors

9:43 PM Chair Smallcombe recessed the Board of Supervisors meeting and the Clerk of the Board read the Government Code Announcement.

G. COUNTY SERVICE AREA 1M (Don Pedro)

9:44 AM Chair Long called the meeting to order.

Public Comment Period

None.

CSA 1M Regular Agenda

1. Public Works CSA1M-2022-5

PUBLIC HEARING: Adopt a Resolution to Establish the Current Fee Structure for Mariposa County Service Area (CSA) 1-M (Lake Don Pedro); and Authorize the Fees to be Placed on the Property Tax Roll for Fiscal Year 2022-23.

Shannon Hansen gave the staff report noting this is an annual report. The fees reported will be placed on the tax role. No public comment.

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

Adjourn CSA 1M

9:47 PM Chair Long adjourned the CSA 1M meeting.

H. LOCAL TRANSPORTATION COMMISSION

9:47 AM Chair Smallcombe called the meeting to order.

Public Comment Period

None.

LTC Regular Agenda

1. Public Works LTC-2022-15

Approve a Letter of Understanding for the Exchange of \$1,540,782 in Congestion Mitigation Air Quality Improvement (CMAQ) Funds with the Metropolitan Transportation Commission (MTC); and Authorize the LTC Executive Director to Sign the Letter of Understanding

Matt Hespienhede/County Engineer gave the staff report noting they would like to use these funds to pave roads. No public comment. Commissioner Menetrey recused himself as he lives on Leonard Road.

RESULT: **ADOPTED [3 TO 0]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
RECUSED: Miles Menetrey

Adjourn LTC

9:50 AM Chair Smallcombe adjourned the LTC meeting.

I. MARIPOSA PUBLIC FINANCE CORPORATION

1. **Administration (ID # 13094)**

Mariposa County Public Finance Corporation Annual Meeting

RESULT: WITHDRAWN

Reconvene as Board of Supervisors

9:50 AM Chair Smallcombe reconvened the Board meeting.

J. Regular Agenda Items

1. **Public Works RES-2022-417**

PUBLIC HEARING: Consider Authorizing and Directing Staff to Place Delinquent User Fees on the FY22-23 Property Tax Roll

Shannon Hansen gave the staff report noting this is an annual item. No public comment.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

2. **Public Works RES-2022-418**

PUBLIC HEARING: to Adopt the Current Fee Structure for Countywide County Service Area No. 1, Road Maintenance for Zones of Benefit, and Authorize the Fees to be Placed on the Property Tax Roll for Fiscal Year 2022-23

Shannon Hansen gave the staff report. Noting this is an annual item that allows for the Zone of benefit fees to be placed on the tax role. No public comment.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Marshall Long, District III Supervisor

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

3. **Planning RES-2022-419**

Adopt a Resolution Approving the Submittal of an Application for a Sierra Nevada Conservancy (SNC) Vibrant Recreation and Tourism Grant for the Mariposa Creek Parkway Phase III Recreation and Resiliency Enhancements; Authorize the Board of Supervisors Chair to Sign a Letter of Support; and Authorize the Planning Director to Sign Future Grant-Related Documents, If Awarded (Subject to Approval as to Legal Form by County Counsel)

Sarah Williams/Planning Director introduced the item and turned the item over to Hannah Harrison/Planning Department Fellow who gave the staff report. No public comment. Board discussion ensued.

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

4. Administration 2022-ORD-1176

Waive the Second Reading and Adopt an Ordinance Titled "Purchasing", Which Will Amend Title 3.08 of Mariposa County Ordinance Code Regarding County Purchasing Authority

Dallin Kimble/County Administrative Officer gave the staff report noting this was extensively discussed. No public comment.

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

5. Administration RES-2022-420

Ratify the Vice Chair's Signature on Documents to Close Escrow on the Fire Station and Property at 5273 Highway 49 North in Mariposa; Approve a Certificate of Acceptance for the Property; and Authorize the Board of Supervisors Chair to Sign the Certificate

Dallin Kimble gave the staff report noting that on July 1st, Mariposa County Fire assumed responsibility for town, which included the property and equipment. Public comment was received by Jonathan Noel who asked if anyone was manning the MPUD Fire station across from the Highway Patrol Station. Mr. Kimble answered Mr. Noel's question that it remains a volunteer station, even under County authority. Board discussion ensued and kudos given.

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

6. Administration/Human Resources RES-2022-421

Approve an Amendment to the County Librarian Job Description to Allow Consideration of a Broader Combination of Education and Experience

Dallin Kimble gave the staff report noting there has been public interest in this item. Mr. Kimble gave an update on the recruitment and noted that no qualified applications were received in the first round of recruitment. No public comment. Board discussion ensued.

AMENDMENT: Add correct degree title which is Master Library and Information Systems (MLIS).

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

7. **Clerk of the Board of Supervisors (ID # 12882)**

Approve Amendments to the Committee Policy, Effective Immediately

RESULT: **WITHDRAWN AND RESCHEDULED Next: 10/4/2022 9:00 AM**

K. Items removed from Consent Agenda

None.

Recess

10:37 AM Chair Smallcombe recessed the Board for a brief break and reconvened at 10:43 AM where the Clerk of the Board read the Government Code announcement.

L. VEHICLE PARKING DISTRICT NO. 1 OF MARIPOSA COUNTY

10:43 AM Chair Forsythe called the meeting to order.

Public Comment Period

None.

Parking District Regular Agenda

1. **County Counsel VPD-1-2022-4**

Approve a Lease Agreement Within the Parking District July 1, 2022 Terminating on June 30, 2023; and Authorize the Parking District Chair to Sign the Agreement

Steve Dahlem/County Counsel gave the staff report noting this is for the parking lot behind Grizzly Gas, also known as the Garber Lot. No public comment. Supervisor Long emphasized the importance of keeping this property as a parking lot.

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

Closed Session

2. **Administration (ID # 13132)**

CLOSED SESSION: Conference with Real Property Negotiator; Description of Real Property: 5023 Highway 140, 5024 Highway 140, 5025 Highway 140, 5026 Highway 140, 5027 Highway 140, 5028 Highway 140, 5029 Highway 140, and Assessor's Parcel Number (APN) 013-184-012; Negotiating Parties: Su Carney, Cary S. Greenamyre Trust, Frank Rose, Nancy Pimentel Trust, James & Maryetta Dulcich Trust, and Mary Foster, Respectively; Agency Negotiator: Dallin Kimble, County Administrative Officer; Closed Session Will Concern Price and Terms of Lease/Purchase

Public comment received from Jonathan Noel who asked where these lots were located. Dallin Kimble answered nothing these properties are along the Downtown corridor and they are properties that touch parking lots.

10:47 AM Chair Forsythe moved the VPD Board into closed session.

RESULT: CLOSED SESSION HELD

Reconvene

11:18 AM Chair Forsythe reconvened the VPD meeting.

Report Out

Chair Forsythe reported during closed session information was received and direction was given.

Adjourn Parking District

11:18 AM Chair Forsythe adjourned the VPD meeting.

Reconvene as the Board of Supervisors

11:18 AM Chair Smallcombe reconvened the Board meeting.

M. Closed Session

11:19 AM Chair Smallcombe recessed the Board into closed session.

1. Board of Supervisors (ID # 13154)

CLOSED SESSION: Public Employee Performance Evaluation; Position of Employee Under Review: County Counsel

No public comment.

RESULT: CLOSED SESSION HELD

Report Out

11:54 AM Chair Smallcombe reconvened the Board meeting and reported during closed session information was received.

Recessed for Lunch

11:55 AM Chair Smallcombe recessed the Board for lunch.

N. 2:03 PM Reconvene

Chair Smallcombe reconvened after some technical difficulties

1. Planning (ID # 13142)

Receive Information About a Proposed Realtor/Contractor/Appraiser Seminar Regarding How to Access Mariposa County Property Information

Sarah Williams introduced Corrina Miranda/Code Compliance Technician who gave a PowerPoint presentation noting this is for education to the public on how to access property information in Mariposa. Public comment was received by Karen Smith who thanked the staff for putting together noting this is a step forward in working with realtors. Ms. Smith also noted that it should be mandatory that realtors gather this information for their clients and disclose everything that is found. Board discussion ensued and all 4 Supervisors agreed that this is a seminar that should be given.

RESULT: INFORMATION RECEIVED

O. Board Information

None.

P. Adjournment

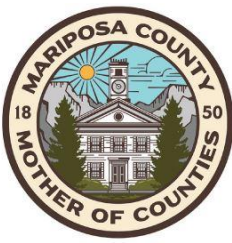
2:56 PM Chair Smallcombe adjourned the meeting in memory of Stephen Francis Dunbar and David L. Hanson.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

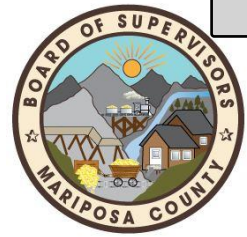
Rosemarie Smallcombe
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Jul 12, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))



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 III
DISTRICT IV

ACTION SUMMARY MINUTES

July 19, 2022

A. 9:00 AM Called to Order

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

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

Kari Kisela/Mariposa Chamber of Commerce introduced Tara Galvin who is one of the new owners of Subway.

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

No public comment.

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

CA1. **Health and Human Services RES-2022-422**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration/Human Resources RES-2022-423**

Approve Amendments to the Sheriff's Lieutenant - Patrol Job Description; Set the Monthly Salary Range at \$7,574.78 - \$9,207.19; Assign to the Sheriff's Management Association (SMA); Approve a Side Letter of Agreement with the

SMA to Recognize This Unit as the Recognized Employee Organization for the Sheriff's Lieutenant - Patrol Classification, and Designate Overtime Exempt Status and Legal Holidays to the Classification; and Authorize the Board of Supervisors Chair to Sign the Side Letter of Agreement

CA3. Agricultural Commissioner RES-2022-424

Authorize the Department Head to Approve an Alternate 9/80 Work Schedule for the Account Clerk I/II and Agricultural & Standards Inspector Positions Within the Department of Agriculture & Weights and Measures, the Agricultural Commissioners/Sealer's Office

CA4. Board of Supervisors RES-2022-425

Ratify a Letter Opposing Senate Bill 443, Which Would Lead to a Lack of Unity of Effort and Decreased Coordination Amongst EMS Providers

CA5. Clerk of the Board of Supervisors 2022-77

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 June of 2022

CA6. Clerk of the Board of Supervisors 2022-78

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 June of 2022

CA7. Clerk of the Board of Supervisors RES-2022-426

Cancel the August 9Th, 2022, Board of Supervisors Meeting

CA8. Health and Human Services RES-2022-427

Approve the Allocation of One Additional Full Time Social Worker Supervisor I Position in the Health and Human Services Agency (HHSA) Behavioral Health Budgets, Effective Immediately

CA9. HHS/Behavioral Health & Recovery Services RES-2022-428

Approve the Second Amendment to Agreement with CF Merced LLC. for Psychiatric Hospitalizations Increasing the Amount by \$28,000 to a New Amount Not to Exceed \$268,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA10. HHS/Behavioral Health & Recovery Services RES-2022-429

Approve Agreement and Addendum with Jackson & Coker Locum Tenens, LLC (Jackson & Coker) to Provide Psychiatric Services for Mariposa County Health and Human Services Agency (HHSA) in an Amount Not to Exceed \$120,000; and Authorize the Board of Supervisors Chair to Sign the Agreement and Addendum

CA11. Probation RES-2022-430

Approve an Agreement with Alliance for Community Transformations to Provide Rehabilitative and Support Services to Probationers at the Mariposa Heritage

House in an Amount Not to Exceed \$\$167,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. Probation RES-2022-431

Approve the Second Amendment to Memorandum of Understanding with the County of Tuolumne for the Placement and Detention of Mariposa Youth at the Motherlode Regional Detention Facility (MRDF); and Authorize the Board of Supervisors Chair to Sign the Amendment

E. Departmental Presentation

Jeremy Briese/Sheriff gave a brief update on the Aqua Fire. He highlighted the different agencies that came together and the Sheriff's Department staff that stepped up and worked seamlessly with Cal Fire, County Fire, Fish and Game, Probation, and California Highway Patrol.

Steve Ward/Mariposa County Fire and Cal Fire Division Chief noted evacuations could continue and the fire was about 343 acres with 23% contained and highlighted the coordination that was done behind the scene. Chief Ward asked the public to bare with them, although it may seem safe to go home, they will allow the evacuated individuals back to their homes when it is confirmed safe.

Joe Lynch/Health and Human Services Agency Director noted humorously that he is jealous he does not have a uniform. Mr. Lynch noted the Red Cross Shelter is set up at the New Life Christian Church on Cole Road where 14 individuals were at the shelter the previous day and two still remain. Mr. Lynch also noted the collaboration, noting in the worst times, we seem to be the calmest.

Kari Kisela announced a ribbon-cutting ceremony scheduled for August 5th, 2022 at 3:30 PM to celebrate the new owners of Subway.

1. Clerk of the Board of Supervisors (ID # 13322)

Handouts from Departmental Presentation Portion of the July 19th, 2022, Meeting

RESULT: INFORMATION RECEIVED

F. Public Comment on Non-Agenda Items

Public Comment received by Donna Brownell a resident of Indian Peak Road who came with frustration regarding PG&E tree crews. She noted that she has done and spoken to everyone she could at PG&E and this morning, another crew came back and took down a tree she had asked not to be taken down as it is 15 feet away from the pole. She pleaded with the Board to help as she is at her level of tolerance and now feels unsafe and violated on her own property. Supervisor Menetrey noted he would speak with her and help her with her situation.

Recess Board of Supervisors

9:27 AM Chair Smallcombe recessed the Board of Supervisors meeting and the Clerk of the Board read the Government Code Announcement.

G. MARIPOSA PUBLIC FINANCE CORPORATION

1. **Administration (ID # 13094)**

Mariposa County Public Finance Corporation Annual Meeting

Minutes of the Public Finance Corporation are separate. Please contact the Clerk of the Board's Office for a copy.

RESULT: MEETING HELD

Reconvene as Board of Supervisors

9:41 AM Chair Smallcombe reconvened the Board of Supervisors Meeting.

H. Regular Agenda Items

1. **Treasurer-Tax Collector-County Clerk RES-2022-448**

Adopt a Resolution Authorizing the Board of Supervisors Chair to Execute Agreements with the California Department of Tax and Fee Administration for Implementation of a Local Transactions and Use Tax; Approve Preparatory Agreement and Administration Agreement; and Authorize the Board of Supervisors Chair to Sign the Agreements

Keith Williams/Treasurer/Tax Collector/County Clerk announced he was withdrawing this item and the next item (H.2) and asked that they be rescheduled to July 26th, 2022.

RESULT: WITHDRAWN AND RESCHEDULED Next: 7/26/2022 9:00 AM

2. **Treasurer-Tax Collector-County Clerk RES-2022-449**

Adopt a Resolution Authorizing Examination of Sales or Transactions and Use Taxes Records by the County Administrative Officer, Auditor, or Designee

RESULT: WITHDRAWN AND RESCHEDULED Next: 7/26/2022 9:00 AM

3. **Administration RES-2022-432**

Grant Permission to Habitat for Humanity of Mariposa County to Conduct a Residential Development Feasibility Study on County Owned Land

Dallin Kimble/County Administrative Officer gave the staff report noting Habitat for Humanity would like to look at County Surplus properties as possible locations to build homes. This item is to allow them to look at the properties and have them evaluated and appraised. Mr. Kimble noted this item is for the property on Old Toll Road, however, it is written so broadly if another county property was located, they could look at those as well. Public comment received by Roger with Habitat for Humanity who expressed his appreciation for the support the Board has given to their organization which has helped them continue to build homes for low-income families. Board discussion ensued.

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

4. **Administration RES-2022-433**

Approve an Agreement with Citibank, N.A. for Participation in the California Department of General Services Statewide Travel Program; Authorize the Board of Supervisors Chair to Sign the Agreement; and Authorize the Auditor and CAO to Complete Any Other Paperwork Necessary to Implement the Statewide Travel Program (Subject to Approval as to Legal Form by County Counsel)

Dallin Kimble gave a presentation noting it is still being discussed with bargaining units. No public comment. Board discussion ensued.

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

I. Items removed from Consent Agenda

None.

J. Board Information

Information received.

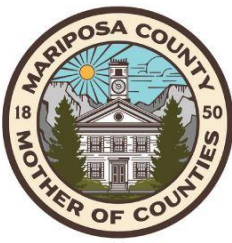
K. Adjournment

10:09 AM Chair Smallcombe adjourned the meeting in memory of Francis William McNally, Lois A. Brown, Michael Jordan Olson, and Donna King.

Respectfully submitted,

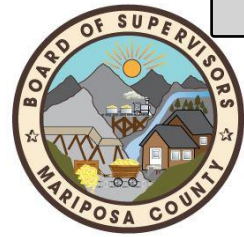
Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisor



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 III
DISTRICT IV

ACTION SUMMARY MINUTES

July 26, 2022

A. 9:00 AM Called to Order

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

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Fire Update

Chair Smallcombe turned the room to Unit Chief Mike Van Loben Sels/Cal Fire MMU who came with Dean Gould/Sierra Forest Service and Jeremy Briese/Sheriff.

Chief Van Loben Sels gave an update on the Oak Fire noting Division B of the incident map was looking good. Division D had a few hotspots that were to be tied in by the end of the day. Division H had a dozer line around and they hoped to do a firing operation. Divisions U and Y were being tied in and they were very confident in this area of the fire line. Divisions J and L were the biggest challenges and as the fire moves into the Ferguson Fire burn scar they faced new issues of dead and down fuels. Chief Van Loben Sels noted it has been a tough fight in branches 3 and 5 where a lot of fire activity has taken place. Chief Van Loben Sels noted they are not out of the woods as far as residential structures that are threatened however, the confidence level is going up.

Dean Gould/Sierra National Forest Supervisor noted that they are in unified command and the relationship between Sierra National Forest, Cal Fire, and the Sheriff's Department has been galvanized stating when things are tough, that really shows a relationship. Supervisor Gould noted the divisions that are headed towards the Sierra Forest, the Ferguson area, the terrain, and the topography are challenging, and they are working on getting in as direct and safely as is possible.

Sheriff Briese noted unified command in this instance, really means unified. He noted that there are thousands of individuals here with trucks, helicopters, dozers,

etc., like organized chaos. Sheriff Brieze thanked surrounding counties who sent mutual aid within two hours of the call for assistance and helped our local department evacuate the communities. Sheriff Brieze stated for the public that as the areas begin to repopulate, they need to be mindful that a lot of clean-up work is being conducted as well as animal welfare checks on animals left behind.

Brandon Sanders/Pacific Gas & Electric Liaison Officer noted their incident command was activated immediately upon the onset of de-energizing 3,000+ customers and as of this day, 1000+ customers were out of power. Mr. Sanders noted their team wrapped and sprayed 1000 powerlines to help protect them, which preserved many but not all.

Joe Lynch/ Health and Human Services Agency Director was in the room representing the Emergency Operation Center (EOC) and noted the main goal is response and recovery for the individuals and families who are actively fleeing and repopulating. It was activated Friday evening after the Oak Fire began its reign, it operated 24 hours a day out of the Mariposa Office of Emergency Services Building. Mr. Lynch updated the Board on the shelters noting there are currently 35 individuals in the tent and 11 inside. The number has been up to 76 individuals. He stated their main goal is to find homes for those who have lost their home. Mr. Lynch announced to the public if assistance is needed or there is a need for evacuees to call 209-966-2000 or visit www.mariposarecovers.org.

Chair Smallcombe opened the floor for public comment or questions, none were received.

Supervisors Forsythe, Long, and Chair Smallcombe expressed their thanks and appreciation for all the individuals working this even.

D. Urgent Items

County Counsel introduced the items noting the Brown Act allows the taking up of two items that were not on the agenda as the Oak Fire ignited after the agenda was published.

1. Sheriff's Office RES-2022-434

Adopt a Resolution Ratifying the July, 23Rd, 2022 Proclamation by the Director of Emergency Services of the County of Mariposa, State of California, Proclaiming the Existence of a Local Emergency

County Counsel introduced the item and asked if the Board would like to take up the item.

ACTION: Supervisor Long moved to have the item heard, Supervisor Forsythe seconded the motion. By unanimous vote, the item will be heard and voted on.

Public comment was received by Collin Connors whose parents lost their home in the Oak Fire, he asked what services were available. Joe Lynch responded and asked that they call HHSA at (209) 966-2000 and/or the EOC at 1-833-423-0816. Supervisor Long noted they could also visit www.mariposacountyrecovers.org.

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. Health and Human Services RES-2022-435

Adopt a Resolution Ratifying the July 22Nd, 2022 Declaration of a Local Health Emergency by the County Health Officer

County Counsel introduced the item and asked if the Board would like to take up the item.

ACTION: Supervisor Forsythe moved to have the item heard, Supervisor Menetrey seconded the motion. By unanimous vote, the item will be heard and voted on.

Public comment was received by Dr. Eric Sergienko/County Health Officer who noted he will be working with the State on expediting household toxic waste removal. He noted for the listening public and emphasized that individuals refrain from waste removal of burnt debris until they have consulted HHSA or Environmental Health. He emphasized they wouldn't not be eligible for the program if they begin on their own.

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

E. Introductions

None.

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

No public comment.

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

CA1. Health and Human Services RES-2022-436

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Board of Supervisors RES-2022-437

Ratify a Letter of Support for the Sierra Business Council's Economic Resilience Fund (CERF) Eastern Region Proposal

CA3. Board of Supervisors

Approve the Minutes of Tuesday, May 3, 2022

CA4. Board of Supervisors

Approve the Minutes of Tuesday, May 10, 2022

CA5. Health and Human Services RES-2022-438

Approve an Agreement with Patton Air Conditioning (Patton) to Provide Repair Services for Mariposa County Health and Human Services Agency (HHS) for an Amount Not to Exceed \$100,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA6. HHS/Behavioral Health & Recovery Services RES-2022-439

Approve an Agreement with CF Merced, LLC for Psychiatric Hospitalizations in an Amount Not to Exceed \$200,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. HHS/Behavioral Health & Recovery Services RES-2022-440

Approve an Agreement with BHC Fremont Hospital to Provide Inpatient Hospital Services for Mariposa County Behavioral Health in an Amount Not to Exceed \$150,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. HHS/Behavioral Health & Recovery Services RES-2022-441

Approve an Agreement with Transformations to Provide Mental Health Triage Services in an Amount Not to Exceed \$270,537; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA9. HHS/Public Health RES-2022-442

Approve First Amendment to Agreement with Biobot Analytics, Inc. Increasing the Amount by \$30,000 to a New Amount Not to Exceed \$90,840 and Extending the Term of the Agreement to June 30, 2022; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA10. HHS/Social Services RES-2022-443

Ratify the Health & Human Services Director's Signature on a Three-Year Memorandum of Understanding (MOU) with the Mother Lode Workforce Development Board (MLWDB) and the America's Job Center of California (AJCC) Partners to Establish the Framework for Providing Services to Employers, Employees, Job Seekers and Others Needing Workforce Services

CA11. Public Works RES-2022-444

Authorize Public Works to Waive the Encroachment and Facility Use Fees for National Night Out, Closing the Courthouse Lawn, 9Th, and 10Th Streets from Bullion to Jones Streets from 5:00 Pm to 9:00 Pm During the "National Night Out" Event on August 2, 2022, Coordinated by California Highway Patrol (CHP)

CA12. Sheriff's Office RES-2022-445

Approve One Over-Hire of an Undersheriff, Effective August 1, 2022

G. Departmental Presentation

Shannon Hansen/Public Works and Transportation Director noted from 8:00 AM to 7:00 PM the spoiled food dumpsters are available at a few locations. Parks and Recreation has remained open to allow consistency for the children. In response to a question from Chair Smallcombe, Ms. Hansen noted the spoiled food dumpsters would be at the Lutheran Church through the day but will be relocated.

Sheriff Briesse noted the Sheriff's Department is still out on its normal patrol and continuing day-to-day activities.

Jonathan Farrington/Yosemite Mariposa County Tourism stated "thanks doesn't cover it, our role doesn't compare but we do jump in" he was referring to his team's role in the Oakfire, which they helped evacuees from AutoCamp and other areas. Mr. Farrington thanked the Oakhurst lodging partners for finding 36 rooms to house evacuees. He noted they are sending out daily emails to media outlets and tourism partners to try to reduce the media sensation. They have seen an 11% drop in tourism between the Washburn Fire, Aqua Fire, and now the Oak Fire but they are doing what they can to aid the recovery.

Jacob Hawley/Mariposa Visitors Center noted they have seen a decline in visitors, but they are receiving a lot of questions and are sending individuals where they can.

Matthew Matthiessen/John C. Fremont HealthCare District CEO noted Mariposa County residents are dealing with a lot and JCF is open and taking care of health needs. Mr. Matthiessen noted they have a contingency plan in place if things get worse, if the hospital has to evacuate, the Emergency Room would stay open and shelter in place. On a good note, Mr. Matthiessen noted the provider for the North Side clinic has started, however, there was a COVID-19 outbreak so it is closed at the moment, but they are taking appointments. In response to a question from Supervisor Smallcombe, Mr. Matthiessen noted the telephone number to call and make appointments at the North Side clinic is 209-966-0850.

Dallin Kimble/County Administrative Officer echoed what was said this morning and noted over 40% of Mariposa County staff have been affected by either evacuations or fire advisements. He noted for the listening public that lobbies are closed but there are individuals in the offices working. Offices that are open to public walk-ins are Health and Human Services, Building Department, Planning Department, Environmental Health Division, Parks and Recreation, the Library, and the Landfill. Kudos were given to Dallin by Supervisor Long for keeping the Board informed.

H. Public Comment on Non-Agenda Items

Public comment was received by Kristie Connors whose in-laws lost their home, she stated the recovers page is currently hard to find information, Chair Smallcombe gave the telephone for HHSA at 209-966-2000 for Ms. Connors to reach out for further assistance.

Marilyn Saunders/Mariposa Community Foundation thanked PG&E for their donation and announced the foundation is accepting checks and online donations and will be working with HHSA to assist fire victims.

I. Regular Agenda Items

1. **Public Works/Solid Waste** **2022-ORD-1177**

Waive the Second Reading and Adopt an Ordinance Titled "An Ordinance Adding Chapter 8.60, Organic Waste Disposal Reduction" to the Mariposa County Code

Sam Cerveney/Deputy Director of Public Works introduced the ordinance and noted it reflects State law and includes Cal Green recycling and water. No public comment. In response to a question from Chair Smallcombe, Mr. Cerveney noted Pioneer Market is currently the county's only organic waste producer that is applicable to tier one.

RESULT: INTRODUCED [UNANIMOUS] Next: 8/16/2022 9:00 AM
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

2. Public Works RES-2022-446

PUBLIC HEARING: Adopt a Resolution to Conclude the County Service Area No. 3 (CSA3) Annual Fee Assessment for Fire Equipment and Facilities

Shannon Hansen introduced the item and noted the County was able to refinance which resulted in savings. No public comment.

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. Treasurer-Tax Collector-County Clerk RES-2022-447

Adopt Resolution Declaring the Certified Results of the Primary Election Held on Tuesday, June 7, 2022

Steve Dahlem/County Counsel noted he was standing in for the Tax Collector and introduced the item. No public comment.

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

4. Treasurer-Tax Collector-County Clerk RES-2022-448

Adopt a Resolution Authorizing the Board of Supervisors Chair to Execute Agreements with the California Department of Tax and Fee Administration for Implementation of a Local Transactions and Use Tax; Approve Preparatory Agreement and Administration Agreement; and Authorize the Board of Supervisors Chair to Sign the Agreements

Steve Dahlem introduced the item and noted this is to set up and administer the tax which was voted in by the public. No public comment.

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

5. Treasurer-Tax Collector-County Clerk RES-2022-449

Adopt a Resolution Authorizing Examination of Sales or Transactions and Use Taxes Records by the County Administrative Officer, Auditor, or Designee

Steve Dahlem gave the staff report. No public comment.

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

6. Administration RES-2022-462

Rescind Resolutions 1987-222, 1998-130, 1988-046, 1990-448, 1993-489, 1989-159; and Adopt a Comprehensive Purchasing Policy

Dallin Kimble withdrew the last three items.

RESULT: **WITHDRAWN AND RESCHEDULED Next: 8/16/2022 9:00 AM**

7. Administration RES-2022-461

Rescind Resolution 2007-225; and Adopt an Updated Purchasing Card Policy

RESULT: **WITHDRAWN AND RESCHEDULED Next: 8/16/2022 9:00 AM**

8. Administration (ID # 13149)

Rescind Resolutions 1989-053 and 1989-500; and Adopt an Updated Travel and Expense Reimbursement Policy to be Effective September 1, 2022

RESULT: **WITHDRAWN AND RESCHEDULED Next: 10/4/2022 9:00 AM**

J. Items removed from Consent Agenda

None.

K. Board Information

Information Received.

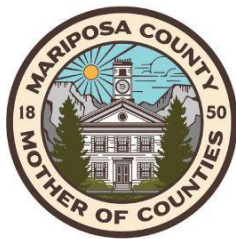
L. Adjournment

10:16 AM Chair Smallcombe adjourned the meeting.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

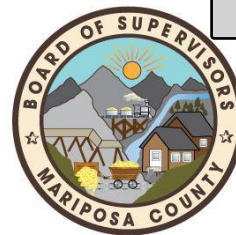


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VACANT
MARSHALL LONG
WAYNE FORSYTHE

DISTRICT I
DISTRICT V
DISTRICT II
DISTRICT III
DISTRICT IV

ACTION SUMMARY MINUTES

August 2, 2022

A. 9:00 AM Called to Order

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:01 AM
Marshall Long	District III Supervisor	Present	9:01 AM
Wayne Forsythe	District IV Supervisor	Present	9:01 AM
Miles Menetrey	District V Supervisor	Present	9:01 AM

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

None.

D. Fire Update

Steven Ward/Cal Fire MMU and Mariposa County Division Chief gave an update on the Oak Fire noting it is 76% contained and all damage inspections have been completed. He noted progress is made every day and crews are being flown into Devil's Gulch as it is a problem area. They are bound to keep operations going until lines are held and they are comfortable. Chief Ward noted an increase in calls for service now that individuals are back in their homes and that Incident Command Team Five will transition back to our local unit on Friday at 10 AM. Chief Ward provided the telephone number 209-966-3622 which property owners can call if damage was done during suppression efforts in response to a question from Chair Smallcombe.

Jeremy Briesse/Sheriff gave an update on the evacuation efforts noting Sierra National Forest, the Sheriff's Office and Cal Fire are the unified command and joined to battle this beast as one team, one fight. Sheriff Briesse noted decisions are made together as a team as well as extra patrols are in the evacuation areas. He highlighted a fact the community should be proud of. At 2:31 PM Search and Rescue was dispatched and by 2:40 PM they were at people's doors urging them to evacuate. Sheriff Briesse stated, "Your staff, your Sheriff's Deputies, volunteer unit, Sheriff's

Posse, and Animal Control all did an amazing job and stepped up". He also noted the digital platform used for evacuation notices helped speed things up. He also noted it was a quick response that saved lives and was proud that there have been no reports of missing individuals and no fatalities. All hats go off to the first responders.

Joe Lynch/ Director of Health and Human Services gave an update on the Local Assistant Center (LAC) which was set up the previous day and had 150 households come through for assistance and 45 vendors which were either, Federal, State or Local entities were there to help. Mr. Lynch noted the Red Cross would close its doors for this incident tomorrow (8/3/2022). Mr. Lynch noted that HHSA has been actively engaged with the individuals still in the shelter to ensure they have a place to stay. He noted they are working with Cal OES to work through the process for debris removal and noted it will be no cost to the homeowner as well as spoiled food is still being picked up. Mr. Lynch announced to the listening fire victims if a gift card was not received when they disposed of the spoiled food to call 209-966-2000. He also noted that when they transition out of the LAC, if needs are not met, there is an unmet needs council that can meet to assist.

Brandon Sanders/Pacific Gas & Electric Liaison Team 3 announced that the previous evening a large power outage was reported and roughly half has been restored. He apologized and noted that he is aware of the impact, and they are actively working to reduce that. He also announced that at the LAC, PG&E had a gap in coverage at their booth due to labor issues. As it relates to the Oak Fire, Power has been restored to an additional approx. 130 customers with 220 still out of power primarily in the Jerseydale area. He also noted they have 34 vegetation management teams in the field and in the last 4 days have framed and set 191 power poles as well as strung 4 miles of line. Mr. Sanders noted he will be demobilizing, and coverage will return to our regular Representative Nathan Alanzo. Thanked everyone, especially in the EOC for the flawless collaboration.

Shannon Hansen/Public Works Director noted Public Works crews are onsite with Cal OES doing damage repairs to roads and noted the dates and times and locations of the spoiled food collection.

Public comment was received by Kristie Conners representing Geraldine Conners, who celebrated her birthday on July 21st and lost her home on July 22nd and wanted to thank the Board and their team for the resources that were provided to her in-laws noting the response has surpassed every expectation had.

Collin Conners (on the phone) thanked and reiterated what Kristie commented and asked if there were trailers and if specs. were available?

Joe Lynch in response to Collin answered noting there are numerous trailers of shapes and sizes. Some are project room key trailers. There are no set specs but they work with each individual to ensure needs are met.

Chair Smallcombe noted that Area 12 is dedicated to the elderly having what they need for accessibility. Habitat for Humanity has a program that will provide some of those fixtures.

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

Chair Smallcombe noted K.1 was withdrawn. No public comment.

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-2022-450

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Health and Human Services RES-2022-451

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. Sheriff's Office RES-2022-452

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. Board of Supervisors RES-2022-453

Ratify Letter of Support of Sierra Foothill Conservancy's Application to the Sierra Nevada Conservancy's Strategic Land Conservation Grant Program for Consideration of the Miller Ranch Conservation Easement Acquisition Project

CA5. Board of Supervisors

Approve the Minutes of Tuesday, May 24, 2022

CA6. Health and Human Services RES-2022-454

Authorize the Health and Human Services Director to Assign an Alternate Work Schedule for the Two Vacant Licensed Vocational Nurse Positions

CA7. Public Works RES-2022-455

Declare the October 14, 2022, Mariposa Yosemite Hot Rod and Custom Car Show Friday Night Cruise a County Sponsored Event; Approve Issuance of a County Insurance Certificate to Caltrans; Waive the Encroachment Permit Fees; Authorize the Board Chair Sign the Letter of Support and Approval

CA8. Public Works RES-2022-456

Approve a Letter to Caltrans Documenting the Board's Support and Approval of the 2022 Labor Day Parade Event; and Authorize the Board of Supervisors Chair to Sign the Letter

CA9. Public Works/Fleet RES-2022-457

Approve Budget Action Transferring Funds Within the Fleet Maintenance Budget to Cover a Year-End Categorical Shortfall (\$79,170)

F. Departmental Presentation

Chief Ward highlighted Mariposa County Fire as they worked through the struggle of low volunteer numbers. Chief Ward took a moment to highlight the volunteers, as they are very dedicated to our community and have made many sacrifices and time away from their families over the last few months due to the Washburn, Agua, and Oak Fires. Some lost their homes but continued fighting the fire for their community members during the Oak Fire. Chief Ward shared the success of the newly installed Bootjack Water tank, which was installed the day before the Oak

Fire began. 474,000 gallons have been utilized from the tank and was a direct cause of saving many structures.

Matthew Chance/Mariposa CHP noted this evening (8/2/2022) was to be National Night Out but due to the Oak Fire, it has been postponed to a date uncertain. Mr. Chance thanked the Board and the Public Works Department for their assistance.

Dallin Kimble/County Administrative Officer boasted about the collaboration and efforts of staff during the Oak Fire event noting it speaks to the strong culture and community, Mariposa residents have built. Mr. Kimble also announced that the County was awarded a CDBG grant to fund a Childcare feasibility study and a Conference Center Feasibility Study.

G. Public Comment on Non-Agenda Items

None.

Recess Board of Supervisors

9:40 AM Chair Smallcombe recessed the Board and the Clerk of the Board read the Government Code announcement.

H. AIR POLLUTION CONTROL DISTRICT

9:41 AM 2021 Chair Menetrey called the meeting to order.

Public Comment Period

Public comment was received by Dr. Eric Sergienko/Air Pollution Control Office who wanted to thank the Board for their support for the rapid response and deployment of the air monitors.

APCD Regular Agenda

1. Clerk of the Board of Supervisors APCD-2022-1

Selection of the 2022 Mariposa County Air Pollution Control District Board Chair

Danielle Bondshu/Clerk of the Board gave a brief staff report. No public comment.

ACTION: Supervisor Miles Menetrey was selected as the 2022 Air Pollution Control District Chair.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

2. Clerk of the Board of Supervisors APCD-2022-2

Selection of the 2022 Mariposa County Air Pollution Control District Board Vice-Chair

No public comment.

ACTION: Supervisor Wayne Forsythe was selected as the 2022 Air Pollution Control District Vice-Chair.

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

3. Air Pollution Control Officer APCD-2022-3

Approve an Agreement with Oceaneering Inc. to Provide Satellite Communications Equipment and Air Time for Air Pollution Control Monitor for an Amount Not to Exceed \$6,000; and Authorize the Air Pollution Control Officer to Sign the Agreement

Dr. Sergienko gave the staff report noting this is re-occurring agreement. No public comment.

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

Adjourn APCD

9:49 AM Chair Menetrey adjourned the APCD Meeting.

I. LOCAL TRANSPORTATION COMMISSION

9:49 AM Chair Smallcombe called the Local Transportation Commission meeting to order.

Public Comment Period

None.

LTC Regular Agenda

1. Public Works LTC-2022-16

Adopt a Resolution Approving the State of Good Repair Program Project List for FY 2022/2023

Jeannie Morvay-Clayton/Transportation Planning gave the staff report. No public comment.

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

Adjourn LTC

9:52 AM Chair Smallcombe adjourned the LTC meeting.

Reconvene as Board of Supervisors

9:52 AM Chair Smallcombe reconvened the Board of Supervisors meeting.

J. Regular Agenda Items

1. HHS/Behavioral Health & Recovery Services RES-2022-458

Approve Award for Funding of the Student Behavioral Health Incentive Program (SBHIP) through the California Department of Health Care Services (DHCS); and Authorize the Board of Supervisors Chair to Sign the Notice of Intent to Award Funding

Joe Lynch gave the staff report noting the importance of these funds as they will be used to survey the mental health needs of our community's youth. No public comment. In response to a question of Chair Smallcombe, Joe Lynch noted the survey gives the information needed to develop strategies for addressing mental health in youth, there is funding specific to Medi-Cal students and other funding to address students without Medi-Cal.

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. Planning RES-2022-459

Adopt a Resolution Authorizing the Board of Supervisors Chair to Sign the Transportation Art Agreement with Caltrans for the Mariposa Gateway Enhancement Project; and Authorize the Planning Director to Sign Subsequent Agreements Related to Project Implementation Activities (Subject to Approval as to Legal Form by County Counsel)

Steve Engfer/Deputy Planning Director gave the staff report noting Cal Trans District 10 has \$850,000 dollars that can go towards improvements which would provide \$150,000 for important projects. Mikey Goralnik noted this is a complementary agreement to an agreement signed in June.

Public comment received by Cara Goger/Executive Director of the Mariposa Arts Council who thanked the Board and Planning for their support of this project and noted this project will have stakeholder engagement and input from the community. Board discussion ensued.

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

3. **Planning RES-2022-460**

Adopt a Resolution Establishing a GIS Data Request Policy

Steve Engfer gave a brief staff report. Ben Ogren/GIS Specialist noted this will help facilitate services to the community. No public comment. Board discussion ensued.

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

K. Items removed from Consent Agenda

None.

L. Closed Session

1. **County Counsel (ID # 13213)**

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

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

M. Board Information

Information Received.

N. Adjournment

10:18 AM Chair Smallcombe adjourned the meeting in memory of Collette Marie Banks-Turner, Robert Heiss, Ray Meline, Donna King, Elaine Stang, Ronald Wilson, Eddie Plemons, Silas Upton, James Landis, and Juanita Moore.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors



MARIPOSA COUNTY

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



D.14

MEETING: September 13, 2022

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive Minutes of the Committees

TITLE OF PRESENTATION:

Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2.

BACKGROUND AND HISTORY:

A Committee Policy was adopted by Resolution 22-115.

Per Section 10.2 of this policy it is required that all committees provide adopted minutes to the Clerk of the Board within thirty days of each meeting. For committees that meet quarterly or less frequently, draft minutes shall be submitted to the Clerk of the Board within thirty days of each meeting. In turn, the Clerk of the Board shall prepare an informational agenda item to submit the minutes to the Board of Supervisors.

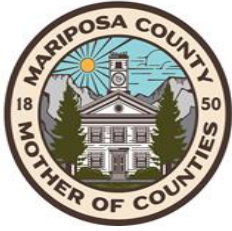
ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board will not receive the minutes and the committees and Clerk of the Board will be out of compliance of Mariposa County Resolution 22-115.

ATTACHMENTS:

WAAB Minutes 5.16.22 (DOCX)

RESULT: INFORMATION RECEIVED BY CONSENT VOTE



Mariposa County Department of Public Works

Roads – Parks & Recreation – Facilities - Airport
Engineering – Surveying – Transportation – Utility Operations
Fleet Maintenance – Solid Waste - Cemeteries

Team, Service, Stewardship

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
www.mariposacounty.org

MARIPOSA COUNTY WATER AGENCY ADVISORY BOARD

MINUTES

May 16, 2022

Members Present: Michael Martin, John McCamman, Sonny Palmer, Art Baggett
Mark Rowney, Robert Keller

Members Absent: None

MPUD Ex Officio: Susan Wages

BOS Liaison Present: Marshall Long, Tom Sweeney

County Staff Present: Steve Dahlem, Jean Dordan, Larry Harris.

Guests: Jose Contreres

1. **Call to order:** 3:00 pm.
2. **Public Comment:** None
3. **Approve minutes:** February 28, 2022 (M) Art Baggett (S) Mike Martin
4. **Action Items:**

a. Review and approve a draft of an RFP for Engineering Services in preparation for a Feasibility Study for New Water Resource Projects.

Minor corrections were made to the RFP by Deputy Director Larry Harris and a review of a draft that sites options such as recreation, aquaculture, and agriculture. This was left as an RFP, an RFQ would result in a two-step process. There will be a three-week deadline for responses after Board approval. Bob Keller asked about having monthly progress reports that are scheduled, agenized, and minutes that are archived. Michael Martin emphasized that a Subcommittee is essential using committee members that will follow the guidelines of the Brown Act. The members of a subcommittee must remain the same throughout the process.

Attachment: WAAB Minutes 5.16.22 (13312 : Receive Minutes of the Committees)

There was a motion to move forward with the RFP (M) Art Baggett (S) Mike Martin to finalize and distribute the RFP to potential bidders.

County Counsel Steve Dahlem reported that in 2021/2022 the County received \$247,849.48. last year in 2020/21 the County received \$165,328.00 from MID.

Future meetings will be held on the 4th Thursday of the month (M) Art Baggett (S) Bob Keller.

Next Meeting: August 4, 2021, at 3:00 pm

The recorded minute can be heard at www.mariposacounty.org under agendas and minutes.



MARIPOSA COUNTY

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



MEETING: September 13, 2022

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Appoint Jennifer Gamble to the Behavioral Health Board

RECOMMENDATION AND JUSTIFICATION:

Appoint Jennifer Gamble to the Behavioral Health Board for a Term Expiring on September 13, 2025.

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

According to the Welfare and Institutions Code, the BHB shall consist of not less than five (5) and no more than fifteen (15) members, with representation from various economic, social, and occupational groups, and persons who have received mental health treatment. There are currently eight (8) members appointed to serve on this board. Vacancies for this board have been posted according to the Maddy Act and these appointees fit into one of the open membership categories.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On May 16, 2017, the Board of Supervisors created the BHB with resolution 17-289. Initial member appointments were made subsequent to that time.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

ATTACHMENTS:

Jennifer Gamble application redacted - Confidential page included (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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



RECEIVED

JUL 01 2022

County of Mariposa

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

(209) 966-3222

BOARD OF SUPERVISORS

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

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

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

Behavioral Health Advisory Board

Supervisorial District in which you Reside:

7

Length of Residency in the County:

49 years

First Name:

Jennifer

Last Name:

Gamble

INSTRUCTIONS

 Completely fill out this form,
 sign and return to:

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

Are you Over 18 Years of Age:

yes

Employment Status:

Employer's Name:

Employer's Address:

Day Telephone Number:

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

 Mental Health Advisory Board
 Behavioral Health advisory board

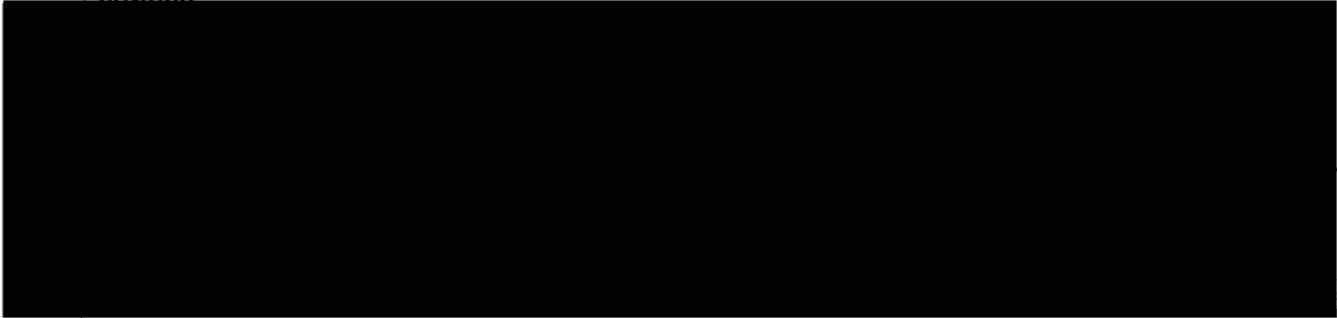
RECEIVED

JUN 27 2022

 HUMAN SERVICES
 OF MARIPOSA COUNTY

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

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



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

If Yes, please explain:

No

Resumé
Attached:

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

any days

Do you have transportation?

yes

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

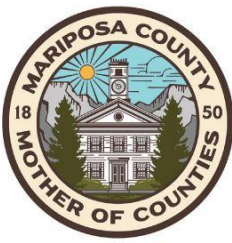
I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: 6/27/2022

Signature:

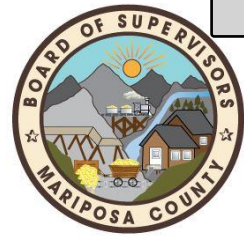
Jennifer Gamble

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION



MARIPOSA COUNTY

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



D.16

RESOLUTION - ACTION REQUESTED 2022-509

MEETING: September 13, 2022

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: County Victim Services Grant Application 2022-2023 FY

RECOMMENDATION AND JUSTIFICATION:

Approve the 2022-2023 County Victim Services (XC) Grant Application Administered through the State of California Office of Emergency Services (CalOES) in an Amount Not to Exceed \$128,904; and Authorize the District Attorney to Sign the Grant Application.

The County Victim Services (XC) Grant commences January 1, 2023, and runs through December 31, 2023, and provides the District Attorney's Office with funding for direct services to victims of crime.

The County Victim Services (XC) Grant has a 12-month performance period, in which recipients are required to reapply each new grant period with the approval of the current application and upon approval by Cal OES. Grant subrecipients are required to convene a Victim Services Steering Committee (VSSC) within six months of the approval of the grant if no changes are made to the programmatic goals from the previous performance period. We expect to convene the VSSC in June 2023 to focus on the goals of the grant for the remainder of the calendar year. This will be the District Attorney's fifth and final year of County Victim Services Grant funding through the Victim Witness Assistance Program. The grant is expected to be released competitively in the next fiscal year with slight changes to the grant proposal and goals.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors has approved the County Victim Services Grant starting in 2016 to expand the services of victims of crime in Mariposa County. The Board of Supervisors approved last year's application in resolution 2021-344. Additionally, this year the form that had required Board of Supervisor Chair approval in the past has been approved in one complete form within the Victim Witness Grant in resolution

2022-35. These forms are filed with CalOES and are copied into the County Victim Services grant application for reference only. Funding for the program is provided through the State of California Emergency Management Agency.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

FINANCIAL IMPACT:

The Victim Witness Assistance Program is fully funded with State and Federal Grant Funds. No additional General Funds will be used. This grant has been incorporated in the requested budget for county fiscal year 2022-2023

ATTACHMENTS:

Scanned Request for Application- XC22 05 0220- Mariposa County XC (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

GAVIN NEWSOM
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR



Request For Application Cover Sheet
COUNTY VICTIM SERVICES (XC) PROGRAM

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

Attachment: Scanned Request for Application- XC22 05 0220- Mariposa County XC (RES-2022-509 : County Victim Services Grant Application

Cal OES #	FIPS #	VS#	Subaward #
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CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES GRANT SUBAWARD FACE SHEET

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

1. Subrecipient: County of Mariposa 1a. UEI#: PNG4LUYEKK53

2. Implementing Agency: Mariposa County District Attorney's Office 2a. UEI#: _____

3. Implementing Agency Address: 5085 Bullion Street Mariposa 95338-0730
(Street) (City) (Zip+4)

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

5. Disaster/Program Title: XC - County Victim Services Program 6. Performance/Budget Period: 1/1/2023 to 12/31/2023
(Start Date) (End Date)

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

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2020	VOCA		\$64,452					\$64,452
9.	2021	VOCA		\$64,452					\$64,452
10.	Select	Select							
11.	Select	Select							
12.	Select	Select							
Total	Project	Cost		\$128,904	\$128,904				\$128,904

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

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

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

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

Payment Mailing Address: P.O. Box 730 City: Mariposa Zip Code+4: 95338-0730

Signature:  Date: _____

16. Federal Employer ID Number: 770068152

(FOR Cal OES USE ONLY)

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

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



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Contact Information

Grant Subaward #: XC22 05 0220

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

1. **Grant Subaward Director:**

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

2. **Financial Officer:**

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

3. **Programmatic Point of Contact:**

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

4. **Financial Point of Contact:**

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

5. **Executive Director** of a Non-Governmental Organization or the **Chief Executive Officer** (i.e., chief of police, superintendent of schools) of the implementing agency:

Name: Dallin Kimble Title: Mariposa County Administrative Officer
Telephone #: (209)966-3222 Email Address: dkimble@mariposacounty.org
Address/City/ Zip Code (9-digit): 5100 Bullion Street - Post Office Box 784, Mariposa, California 95338-0784

6. **Official Designee**, as stated in Section 15 of the Grant Subaward Face Sheet:

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

7. **Chair** of the **Governing Body** of the Subrecipient:

Name: Rosemarie Smallcombe Title: Chair, Mariposa County Board of Supervisors
Telephone #: (209)966-3222 Email Address: rsmallcombe@mariposacounty.org
Address/City/ Zip Code (9-digit): 5100 Bullion Street - Post Office Box 784, Mariposa, California 95338-0784



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Signature Authorization

Grant Subaward #: XC22 05 0220

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

Implementing Agency: Mariposa County District Attorney's Office

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

Grant Subaward Director:

Printed Name: Walter W. Wall

Signature: 

Date: _____

Financial Officer:

Printed Name: Luis Mercado

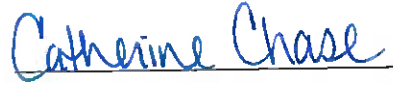
Signature: 

Date: _____

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

Signature: 

Printed Name: Jessica Mimnaugh

Signature: 

Printed Name: Catherine Chase

Signature: _____

Printed Name: _____

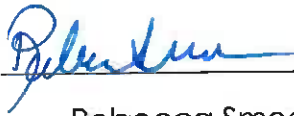
Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

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

Signature: 

Printed Name: Rebecca Smock

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____



Grant Subaward Certification of Assurance of Compliance

Subrecipient: County of Mariposa

	Cal OES Program Name	Grant Subaward #:	Grant Subaward Performance Period
1	Victim Witness Assistance Program (VW)	W22 30 0220	10/01/2022-09/30/2022
2	County Victim Services Program (XC)	XC22 05 0220	01/01/2023- 12/31/2023
3			
4			
5			
6			

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

I. Proof of Authority – SRH 1.055

The Subrecipient certifies they have written authority by the governing board (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a specific Grant Subaward (indicated by the Cal OES Program name and Initial Grant Subaward performance period) and applicable Grant Subaward Amendments with Cal OES. The authorization includes naming of an Official Designee (e.g., Executive Director, District Attorney, Police Chief) for the agency/organization who is granted permission to sign Grant Subaward documents on behalf of the Subrecipient. Written proof of authority includes one of the following: signed Board Resolution or approved Board Meeting minutes.

II. Civil Rights Compliance – SRH Section 2.020

The Subrecipient acknowledges awareness of, and the responsibility to comply with all state and federal civil rights laws. The Subrecipient certifies it will not discriminate in the delivery of services or benefits based on any protected class and will comply with all requirements of this section of the SRH.

III. Equal Employment Opportunity – SRH Section 2.025

The Subrecipient certifies it will promote Equal Employment Opportunity by prohibiting discrimination or harassment in employment because of any status protected by state or federal law and will comply with all requirements of this section of the SRH.



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

The Subrecipient certifies it will comply with the Drug-Free Workplace Act of 1990 and all other requirements of this section of the SRH.

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

The Subrecipient certifies that, if the activities of the Grant Subaward meet the definition of a "project" pursuant to the CEQA, Section 20165, it will comply with all requirements of CEQA and this section of the SRH.

VI. Lobbying – SRH Sections 2.040 and 4.105

The Subrecipient certifies it will not use Grant Subaward funds, property, or funded positions for any lobbying activities and will comply with all requirements of this section of the SRH.

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

CERTIFICATION	
I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby affirm that I am duly authorized legally to bind the Subrecipient to the above-described certification. I am fully aware that this certification, executed on the date, is made under penalty of perjury under the laws of the State of California.	
Official Designee's Signature:	<u>Walter W. Wall</u>
Official Designee's Typed Name:	Walter W. Wall
Official Designee's Title:	Mariposa County District Attorney
Date Executed:	10/21/22
AUTHORIZED BY:	
I grant authority for the Subrecipient/Official Designee to enter into the specific Grant Subaward(s) (indicated by the Cal OES Program name and Initial Grant Subaward performance period identified above) and applicable Grant Subaward Amendments with Cal OES.	
☐ City Financial Officer	☐ County Financial Officer
☐ City Manager	☐ County Manager
☒ Governing Board Chair.	
Signature:	<u>Steven W. Dahlem</u>
Typed Name:	Steven W. Dahlem
Title:	County Counsel
Date Executed:	10/21/22
APPROVED AS TO FORM: <u>Steven W. Dahlem</u> STEVEN W. DAHEM COUNTY COUNSEL	

Grant Subaward Certification of Assurance of Compliance – Cal OES 2-104 (Revised 12/2021)



Federal Fund Grant Subaward Assurances
Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program

Subrecipient: County of Mariposa

	Cal OES Program Name	Grant Subaward #	Grant Subaward Performance Period
1.	Victim Witness Assistance Program (VW)	VW22 30 0220	10/01/2022- 09/30/2023
2.	County Victim Services Program (XC)	XC22 05 0220	01/01/2023-12/31/2023
3.			
4.			
5.			
6.			

Subrecipients agree to adhere to the following and ensure these assurances are passed down to Second-Tier Subrecipients.

1. Required Audits and Financial Statements (SRH Section 14.005)

Subrecipients expending \$750,000 or more in federal funds annually must comply with the single audit requirement established by the Federal Office of Management and Budget (OMB) Uniform Guidance 2 CFR Part 200, Subpart F and arrange for a single audit by an Independent Certified Public Accountant (CPA) firm annually. Audits conducted under this section will be performed using the guidelines established by the American Institute of Certified Public Accountants (AICPA) for such audits.

☒ Subrecipient expends \$750,000 or more in federal funds annually.

☐ Subrecipient does not expend \$750,000 or more in federal funds annually.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this Grant Subaward.

For more information and resources on the Part 200 Uniform Requirements as they relate, see the OJP website at
<https://ojp.gov/funding/Part200UniformRequirements.htm>.

3. Requirement to Report Actual or Imminent Breach of Personally Identifiable Information

Subrecipients (and any Second-Tier Subrecipients) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if they:

- Create, collect, use, process, store, maintain, disseminate, disclose, or dispose of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or
- Use or operate a "Federal information system" (OMB Circular A-130).

Subrecipients (and any Second-Tier Subrecipients) must have breach procedures that must include a requirement to report actual or imminent breach of PII to Cal OES no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

4. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 38

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to Subrecipient organizations (and any Second-Tier Subrecipient organizations) that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Subrecipients (and any Second-Tier Subrecipients) that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

5. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 42

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity

program.

6. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 54

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 54, that relate to nondiscrimination on the basis of sex in certain "educational programs."

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

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

Subrecipients (and any Second-Tier Subrecipients) also must inform their employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

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

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

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

9. Requirement for Data on Performance and Effectiveness under the Grant Subaward

Subrecipients (and any Second-Tier Subrecipients) must collect and maintain data that measure the performance and effectiveness of work under this Grant Subaward. Subrecipients (and any Second-Tier Subrecipients) must provide data (within the required timeframes) to OJP via the Performance Measurement Tool (PMT).

10. Determination of Suitability to Interact with Participating Minors

This condition applies to the Grant Subaward (if it is indicated) when some or all of the activities to be carried out under the Grant Subaward (whether by Subrecipients, or Second-Tier Subrecipients) is to benefit a set of individuals under 18 years of age.

Subrecipients (and any Second-Tier Subrecipients) must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

11. Compliance with DOJ Grants Financial Guide

Subrecipients (and any Second Tier Subrecipients) must comply with all applicable sections of the DOJ Financial Guide. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. Subrecipients agree to comply with the DOJ Grants Financial Guide.

12. Encouragement of Policies to Ban Text Messaging while Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the DOJ encourages Subrecipients (and any Second-Tier Subrecipients) to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Grant Subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

13. Compliance with General Appropriations-law Restrictions on the use of Federal Funds

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>.

Should a question arise as to whether a particular use of federal funds by Subrecipients (and any Second-Tier Subrecipients) would or might fall within the scope of an appropriations or law restriction, Subrecipients are to contact Cal OES

for guidance, and may not proceed without the express prior written approval of Cal OES.

14. Potential Imposition of Additional Requirements

Subrecipients (and any Second-Tier Subrecipients) agree to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this Grant Subaward, if Subrecipients are designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Employment Eligibility Verification for Hiring under the Grant Subaward

a. Subrecipients (and any Second-Tier Subrecipients) must:

- 1) Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with Grant Subaward funds, Subrecipients (and any Second-Tier Subrecipients) properly verify the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
- 2) Notify all persons associated with Subrecipients (or any Second-Tier Subrecipients) who are or will be involved in activities under this Grant Subaward of both:
 - a) This Grant Subaward requirement for verification of employment eligibility, and
 - b) The associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
- 3) Provide training (to the extent necessary) to those persons required by this condition to be notified of the Grant Subaward requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
- 4) As part of the recordkeeping for the Grant Subaward (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this Grant Subaward condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

b. Monitoring

Subrecipients' monitoring responsibilities include monitoring Second-Tier Subrecipients' compliance with this condition.

c. Allowable costs

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

d. Rules of construction

1) Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this Grant Subaward" specifically includes (without limitation) any and all Subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with Grant Subaward funds.

2) Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, Subrecipients (and any Second-Tier Subrecipients) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the Subrecipient (and any Second-Tier Subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with Grant Subaward funds.

3) "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

4) Nothing in this condition shall be understood to authorize or require Subrecipients (and any Second-Tier Subrecipients), or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

5) Nothing in this condition, including in paragraph 4.B., shall be understood to relieve Subrecipients (and any Second-Tier Subrecipients) or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>).

16. Restrictions and Certifications Regarding Non-disclosure Agreements and Related Matters

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

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

- a. In accepting this Grant Subaward, Subrecipients (and any Second-Tier Subrecipients):
 - 1) Represent that they neither require, nor have required, internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - 2) Certify that, if they learn, or are notified, that they have, or have been, requiring their employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, they will immediately stop any further obligations of Grant Subaward funds, will provide prompt written notification to Cal OES, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Cal OES.
- b. If Subrecipients are authorized under this award to make Second-Tier Subawards, procurement contracts, or both:
 - 1) Subrecipients represent that:
 - a) No other entity (whether through a Second-Tier Subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) that they pass funds to either requires or has required Internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

- b) Appropriate Inquiry has been made, or otherwise Subrecipients have an adequate factual basis, to support this representation; and
- 2) If learned or notified that any Second-Tier Subrecipient, contractor, or subcontractor entity that receives funds under this Grant Subaward is, or has been, requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, they will immediately stop any further obligations of Grant Subaward funds to or by that entity, will provide prompt written notification to Cal OES, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Cal OES.

17. OJP Training Guiding Principles

Subrecipients (and any Second-Tier Subrecipients) agree that they will adhere to the OJP Training Guiding Principle for Grantee and Subgrantees (available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>) for all training or training materials developed or delivered with these funds.

18. Federal Authorization

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

The details of the requirement for authorization of any Grant Subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm>.

19. Requirements Related to System for Award Management and Universal Identifier Requirements

Subrecipients (and any Second-Tier Subrecipients) must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

Subrecipients also must comply with applicable restrictions for Second-Tier Subawards, including restrictions on Grant Subawards to entities that do not acquire and provide (to Subrecipients) the unique entity identifier required for SAM registration.

The details of the Subrecipients' obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm>.

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

20. Restrictions on "lobbying"

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

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

21. Specific Post-award Approval Required to Use a Noncompetitive Approach in any Procurement Contract that would Exceed \$250,000

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

22. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (Including reporting requirements and OJP Authority to Terminate Grant Subaward)

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipients

(and any Second-Tier Subrecipients), or individuals defined (for purposes of this condition) as "employees" of Subrecipients (and any Second-Tier Subrecipients).

The details of the Subrecipients' obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

Subrecipients (and any Second-Tier Subrecipients) must promptly refer to Cal OES any credible evidence that a principal, employee, agent, Subrecipient, contractor subcontractor, or other person has, in connection with funds under this Grant Subaward— (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this Grant Subaward should must also be reported to Cal OES. Additional Information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

24. Discrimination Findings

Subrecipients (and any Second-Tier Subrecipients) assure that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this Grant Subaward, Subrecipients will forward a copy of the findings to the Office for Civil Rights of OJP.

25. VOCA Requirements

Subrecipients (and any Second-Tier Subrecipients) assure that they will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.

CERTIFICATION

I certify the Subrecipient Identified above will comply with the requirements of the Subrecipient Handbook and the federal fund Grant Subaward assurances outlined above.

Official Designee's Signature: _____



Official Designee's Typed Name: Walter W. Wall

Official Designee's Title: Mariposa County District Attorney

Date Executed: 6/21/22


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 GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Budget Pages Multiple Fund Sources

Subrecipient: Mariposa County-XC			Grant Subaward #: XC22 05 0220			
A. Personnel Costs - Line-item description and calculation	2020 VOCA	2021 VOCA				Total Amount Allocated
<u>.10 FTE VICTIM WITNESS SERVICES SUPERVISOR</u>						
\$5,806.90/MONTH X 12 MONTHS (\$69,684.16) X .10 (FTE)= \$6,968.42	\$3,485	\$3,484				\$6,969
Benefits: Salary at .10 FTE (\$6,969) X .45 = \$3,136 only claiming (\$3,130)	\$1,565	\$1,565				\$3,130
<u>1 FTE VICTIM WITNESS ADVOCATE</u>						
\$3,798.87/MONTH X 12 MONTHS = (\$45,587)	\$22,794	\$22,793				\$45,587
Benefits: Salary \$45,587 X .35= (\$15,954.40) only claiming (\$15,900)	\$7,950	\$7,950				\$15,900
<u>.80 FTE VICTIM WITNESS ADVOCATE</u>						
\$3,280.96/MONTH X 12 MONTHS (\$39,372.32) X .80 (FTE)= (\$31,497.86)	\$15,749	\$15,749				\$31,498
Benefits: Salary at .80 FTE (\$39,372.32) X .55 = \$17,323.90 only claiming (\$17,320)	\$8,660	\$8,660				\$17,320
<u>OVERTIME</u>						
Average of \$24/hour x 355 Hours = \$8,520 (Only Claiming \$8,500)	\$4,249	\$4,251				\$8,500
Benefits: Include Medical, Life Insurance, State Disability Insurance, Retirement, Longevity Pay, Worker's Compensation						
Personnel Costs Fund Source Totals	\$64,452	\$64,452				\$128,904
PERSONNEL COSTS CATEGORY TOTAL						\$128,904

Grant Subaward Budget Pages Multiple Fund Sources - Cal OES 2-106a (Revised 10/2020)



Grant Subaward Budget Pages

Multiple Fund Sources

Subrecipient: Mariposa County-XC			Grant Subaward #: XC22 05 0220			
B. Operating Costs - Line-item description and calculation	2020 VOCA	2021 VOCA	2022 VOCA	2023 VOCA	2024 VOCA	Total Amount Allocated
Nothing to be charged to the grant at this time.						
Operating Costs Fund Source Totals						



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Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: Mariposa County-XC			Grant Subaward #: XC22 05 0220			
B. Operating Costs - Line-item description and calculation	2020 VOCA	2021 VOCA				Total Amount Allocated
OPERATING COSTS CATEGORY TOTAL						



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Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: Mariposa County-XC			Grant Subaward #: XC22 05 0220			
C. Equipment Costs - Line-item description and calculation	2020 VOCA	2021 VOCA	Fund Source 1	Fund Source 2	Fund Source 3	Total Amount Allocated
No equipment to procure at this time.						
Equipment Costs Fund Source Totals						
EQUIPMENT COSTS CATEGORY TOTAL						

Grant Subaward Totals - Totals must match the Grant Subaward Face Sheet	2020 VOCA	2021 VOCA	Fund Source 1	Fund Source 2	Fund Source 3	Total Project Cost
Fund Source Totals	\$64,452	\$64,452				\$128,904



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Grant Subaward Budget Narrative

Grant Subaward #: XC21 04 0220

Subrecipient: County of Mariposa

Budget Narrative

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

A. Personal Services – Salaries/Employee Benefits:

VICTIM WITNESS SUPERVISOR (.10 FTE):

Annual Salary: \$69,684.16 at 10% = **\$6,969** Annual Benefits at 10%: **\$3,130**

The Supervisor has been employed with the Mariposa County District Attorney's Office for a total of eight years. The Supervisor has two years of Victim Service Advocate position experience and has been the Supervisor for over six years. She has the entry-level certificate, Victim Witness Coordinator training certificate, the Child Forensic Interview techniques training certificate and numerous other crime-specific certificates, and training hours. She is also a certified Courthouse Facility Dog Handler for our Courthouse Facility K9 Ellie. She has a bachelor's degree in Sociology and a master's degree in Forensic Psychology with an emphasis in Victimology.



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Grant Subaward Budget Narrative

Grant Subaward #: XC21 04 0220

Subrecipient: County of Mariposa

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

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

Victim Witness Coordinator's 10% Salary and Benefits total: **\$10,099**

VICTIM WITNESS ADVOCATE- (1 FTE):

Annual Salary: **\$45,587**

Annual Benefits: **\$15,900**

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

In addition to her education, she has vast experience in trauma response; and has been working for almost four years in our office as a Victim Witness Advocate. She has



Grant Subaward Budget Narrative

Grant Subaward #: XC21 04 0220

Subrecipient: County of Mariposa

completed the Entry-Level Advocate Academy and has completed the Regional Crisis Response Training. In addition, she is a trained in forensic interview techniques. She continues to seek out specialized training opportunities to address rising crime rates in crimes against children cases.

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

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

Victim Witness Advocate 100% Salary and Benefits total: **\$61,487**

VICTIM WITNESS ADVOCATE (.80 FTE)

Annual Salary \$39,372.32 at 80%: **\$31,498**

Annual Benefits at 80%: **\$17,320**



Grant Subaward Budget Narrative

Grant Subaward #: XC21 04 0220

Subrecipient: County of Mariposa

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

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

This position is currently vacant at the writing of the XC22 RFA. We are actively recruiting and interviewing possible candidates for the open advocate position.

Victim Witness Advocate 80% Salary and Benefits total: **\$48,818**



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Grant Subaward Budget Narrative

Grant Subaward #: XC21 04 0220

Subrecipient: County of Mariposa

Total SEIU Personnel Benefits are 44% of Annual Full-Time Permanent Salaries of \$84,054 = \$36,983.76 but only seeking to claim \$36,350.

Overtime Expenses

As we are currently down an advocate, the case loads have continued to grow for our existing staff as well as our trial calendar has become increasingly full. We anticipate some amount of overtime needed to cover the caseloads, trial schedules, and available training opportunities in the next year.

Average of \$24/hour x 355 Hours = \$8,520 (Only Claiming **\$8,500**)

Personnel Services Total: \$128,904

B. Operating Expenses- No operating costs being billed at this time.

Operating Expenses Total: \$0

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

Equipment Total: \$0

A. Total Personal Services – Salaries/Employee Benefits: \$128,904

B. Total Operating Expenses: \$0

C. Total Equipment Costs: \$0

TOTAL PROJECT COSTS: \$129,384



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Grant Subaward Budget Narrative

Grant Subaward #: XC21 04 0220

Subrecipient: County of Mariposa

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



Grant Subaward Programmatic Narrative

Grant Subaward #: XC22 05 0220

Subrecipient: County of Mariposa

Project Narrative

1. Problem Statement

Mariposa is a rural community, located in the western foothills of the Sierra Nevada of Central California. The County has a relatively small overall population of 17,147 (US Census estimate July 1, 2021). Mariposa County covers a vast geographical expanse of 1,451 square miles, with 12.6 people per square mile vs. the state average of 239. Nearly half of this area is home to Yosemite National Park, two national forests, and the United States Bureau of Land Management. Mariposa Ethnic/racial distribution is as follows: 88% identify as white (non-Hispanic); 6% as Hispanic/Latino, 3.5% as Native American; just over 1% as Black; less than 1% as Asian; and, the remaining .5% as other (US Census 2019). Mariposa's economy relies heavily on the tourism industry the National Park attracts. As a result, many jobs are seasonal and service-based, low-paying jobs with irregular and rotating work schedules. Mariposa's 2020 estimated median household income was \$50,960 (In 2020 dollars, does not account for inflation rate), compared to California's Median household income of \$78,672. The County's unemployment rate reached a historical high in 2007-08, we are seeing similar numbers to those times as a result of COVID-19 rates hit a peak of



Grant Subaward Programmatic Narrative

Grant Subaward #: XC22 05 0220

Subrecipient: County of Mariposa

12% in January of 2021 (Employment Development Department of California, 2021). The U.S. Census 2020 estimates about 13.3% of individuals in Mariposa County are below the federal poverty level.

Crime Types and Victim Demographics

It should be noted that the Mariposa County Sheriff's Department database pulls only the primary charge when reflecting drug statistics so association with other crimes such as domestic violence, criminal threats, sexual assault, assault and battery or burglary are not reflected. Mariposa County appears to be a peaceful, environmentally beautiful, and safe place to live. In recent years we have seen a significant increase in violent crimes connected to marijuana grows as well as an increase in violent crimes against children.

According to the Mariposa County Sheriff's Departments 2020 Annual Report, of the 718 Notable Year End Operations Division Statistics, 23.7% of cases were Theft, 16.3% Assault & Battery, 14.1% Domestic Violence (an increase of nearly 6% over 2020 statistics), 5.7 % Burglary, 4.7% Crimes Against Children, 9.6% Vandalism, 1.3% Sexual Assault, .4% Homicide and the remaining crime types were Controlled Substances and 5150 cases. These year-end crime statistics demonstrates an increase in violent crime for the county.



Grant Subaward Programmatic Narrative

Grant Subaward #: XC22 05 0220

Subrecipient: County of Mariposa

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

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

Additionally, there have been crimes committed which fall into the "three-strike" sentencing scheme, including, but not limited to, kidnapping for rape or sexual assault, and the molestation of multiple victims. Although only 29 domestic



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Grant Subaward Programmatic Narrative

Grant Subaward #: XC22 05 0220

Subrecipient: County of Mariposa

violence incidents resulted in prosecution this year, which clearly represents only a small overall percentage of cases, it is projected that a greater number of successful prosecutions could be achieved as victims access adequate supports and services.

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



Grant Subaward Programmatic Narrative

Grant Subaward #: XC22 05 0220

Subrecipient: County of Mariposa

The MCDAO, which houses the Victim Witness Services Program (VWSP), received 416 case referrals during the 2021 calendar year, of which over 90% moved on to prosecution. The VWSP identified and provided over 10,942 services to victims of crime in 2021, this is an increase of over 51% direct services to victims than the prior year. We are finding that because of the pandemic, advocate caseloads are larger than they have ever been, with cases that are seeing longer durations as a result of COVID-19-related systemic slowdowns. Additionally, we were able to staff four full-time employees, three of which were full-time Advocates. This has been crucial to the program's ability to keep stable services through the pandemic. We are currently recruiting for a full-time Victim Witness Advocate position and our current staff are covering for the position.

Nature and Extent of Victim Services Gaps/Needs

From the implementation of the grant in 2016 to now, we have seen a shift in the needs of victim services and the needs in our County. Consistently, our county has needed adequate housing for victims as well as transportation, but historically, the program has needed stable staffing for direct delivery of services to victims of crime.



Grant Subaward Programmatic Narrative

Grant Subaward #: XC22 05 0220

Subrecipient: County of Mariposa

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

Staffing

Since the start of the grant, we have seen several trends in services and have identified our most vital need-opportunities to stabilize funding the Victim Witness Services Program in Mariposa County. Since 2015, the Mariposa County Victim Witness Services has been able to go from an 80% Permanent Advocate



Grant Subaward Programmatic Narrative

Grant Subaward #: XC22 05 0220

Subrecipient: County of Mariposa

and two part-time advocate positions to now a staff of three full-time

Advocates and a Supervisor that spends 20% of her time providing direct services to victims, as well as grant management and administration.

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

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

Transportation



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Grant Subaward Programmatic Narrative

Grant Subaward #: XC22 05 0220

Subrecipient: County of Mariposa

Transportation to services and courts continues to come as a top need to our rural and isolated communities. Through this program we were able to implement new services for victims of crime in Mariposa through our advocates. We now have advocates assist with transportation to crime-related events and gas vouchers for gas stations, so victims of crime can still access the same quality of care that they have had access to in the past. Additionally, with full staff, we can ensure that access to services is not hindered due to lack of community resources. Health and Human Services has generously offered their social workers in the event of that our staff cannot accommodate transportation needs and Heritage House currently has a transit van that has several fixed routes within the town of Mariposa.

Courthouse Facility Dog Program

In recent years we have worked on the implementation of a Courthouse Facility Dog Program within our services. We were placed with Assistance Dogs of the West (ADW) Ellie in April of 2022 and the Victim Witness Supervisor has acted as ADW Ellie's primary handler and our Project Director and District Attorney, Walter Wall is her secondary handler. We have used her for many victim and witness meet-and-greets, in and around our office, as well as in the courthouse while



Grant Subaward Programmatic Narrative

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Subrecipient: County of Mariposa

victims were meeting with advocates for court appearances. Both handlers have significant work to do in the next year as we continue to keep ADW Ellie's training level high and integrate her in meaningful ways within our program. We have a significant backlog of cases awaiting trial that will benefit from the use of this service and many victims have already commended how having Ellie with them has allowed them to relax even in the slightest, in the face of such emotionally and mentally draining moments within the criminal justice system.

Mental Health Services

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

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



Grant Subaward Programmatic Narrative

Grant Subaward #: XC22 05 0220

Subrecipient: County of Mariposa

impact of a lack of available housing opportunities for the individuals we serve.

This need has become even greater with the recent events of the Oak Fire that swept through the central part of the county that houses nearly 1/3 of the county's population. In this area, many local county and National Park workers were evacuated and ultimately displaced numerous families as 127 single-family residences were destroyed in the fire.

The Plan

Based upon the current success of the county victim Services Program, we have decided to channel resources directly to victims and witnesses. Our budget and narrative reflect the staffing levels needed to continue the enhancement of services. Programs benefit with stable staffing and trained professional victim advocates so that our staff are experts in trauma-informed care and continue to provide comprehensive services to victims and witnesses of crime in Mariposa County.

Our goals include:

Objective 1: By December 31st, 2023, 400 victims will be evaluated for the California Victim Compensation Program.



Grant Subaward Programmatic Narrative

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Subrecipient: County of Mariposa

With three full-time advocates, typically there are not enough resources to staff advocates so that they can devote their time to building their skills in specific areas, one being the California Victim Compensation Board Application. It is our intent that the new position this grant period would develop these skills and begin to go through archives to see what victims may be eligible that perhaps were overlooked or never followed up with properly. In recent years this program has changed in numerous ways, including a new online portal for advocates and victims seeking compensation. It would be a great benefit to have a dedicated advocate who can act as a in-house CalVCB application lead for victims of crime seeking resources. In addition, this position would exhaust all possible resources both locally and statewide for victims seeking help.

Objective 2: By December 31st, 2023, 30 victims will be referred to Mariposa County Behavioral Health and Recovery Services.

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



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Grant Subaward Programmatic Narrative

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Subrecipient: County of Mariposa

Objective 3: By December 31st, 2023, 35 victims will be aided with transportation to essential services.

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

Objective 4: By December 31st, 2023, ADW Ellie will have assisted 35 victims through the criminal justice process.

As the Mariposa County Victim Witness Program both organizes and interviews children through a forensic interview process, having a tool such as a comfort animal to help both child victims and victims of all ages disclose and testify would change the landscape of how victims experience re-victimization through the court process. The application and placement process took nearly two years from application, interview to final client placement. ADW Ellie and her handlers underwent a week on onsite client placement training and a 90-day acclimation period, it is our goal to make sure that Courthouse Facility Dog Ellie has a balanced work load that allows her to be versatile within her service so that we may serve as many vulnerable victims as capacity allows.



Grant Subaward Programmatic Narrative

Grant Subaward #: XC22 05 0220

Subrecipient: County of Mariposa

Administration of Grant

Mariposa County District Attorney's Office has been selected to administer the grant as it currently houses and oversees the Victim Witness Services for the County. Additionally, the District Attorney's Office has close working partnerships and existing MOU's with other County Victim Services Grant Steering Committee Partners to ensure a high level of coordination of care for victims and other community members.

1. Capabilities

Mariposa County Victim Witness Services is a program under the District Attorney's Office that has been in operation for nearly 30 years. Currently, we operate two grants that fund the program fully. The program utilizes a case management system that was implemented in January of 2015 that can track and report statistics and trends in the victim witness services component of the system. The system also allows us to customize reports, communicate with the District Attorney's office and provide up-to date information for the victims we serve.

Under the direction of the Mariposa County Board of Supervisors and the County Auditor, the department has developed tracking systems for auditing and



Grant Subaward Programmatic Narrative

Grant Subaward #: XC22 05 0220

Subrecipient: County of Mariposa

general accounting purposes to ensure compliance with multiple state and federal funding sources.

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

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

Subrecipient: County of Mariposa/Mariposa County District Attorney's Office	UEI # PNG4LUYEKK53	FIPS #: 06043
Grant Disaster/Program Title: XC-County Victim Services Program		
Performance Period: 01/01/23	to 12/31/23	Subaward Amount Requested: \$ 128,904
Type of Non-Federal Entity (Check Applicable Box)	☐ State Govt ☒ Local Govt ☐ JPA ☐ Non-Profit ☐ Tribe	

Per Title 2 CFR § 200.332, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

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

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

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	>5 years
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	>5 years
3. How many grants does your organization currently receive?	1-3 grants
4. What is the approximate total dollar amount of all grants your organization receives?	\$ 396,873
5. Are individual staff members assigned to work on multiple grants?	Yes
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	Yes
7. How often does your organization have a financial audit?	Annually
8. Has your organization received any audit findings in the last three years?	No
9. Do you have a written plan to charge costs to grants?	Yes
10. Do you have written procurement policies?	Yes
11. Do you get multiple quotes or bids when buying items or services?	Sometimes
12. How many years do you maintain receipts, deposits, cancelled checks, invoices?	>5 years
13. Do you have procedures to monitor grant funds passed through to other entities?	N/A

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

Signature: (Authorized Agent)



Date:

Print Name and Title:

Walter W. Wall

Phone Number:

(209)966-3626

Cal OES Staff Only: SUBAWARD #



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Service Area Information

Grant Subaward #: XC22 05 0220

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

1. County or Counties Served:
County of Mariposa

County where principal office is located: Mariposa

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

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

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

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

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

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

5. Population of Service Area: 17,131 by a April 1, 2020 U.S. Census Bureau

Grant Subaward Service Area Information – Cal OES 2-154 (Revised 11/2020)



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Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program Match Waiver Request Form

Cal OES Subrecipients may request a partial or full match waiver for Victim of Crime Act (VOCA) Victim Assistance Formula Grant Program funds. Approval is dependent on a compelling justification. To request a partial or full match waiver, the Subrecipient must complete the following:

1. Cal OES Grant Subaward Number: XC22 05 0220
2. Subrecipient's Name: Count of Mariposa
3. Grant Subaward Performance Period 01/01/2023 through 12/31/2023
4. VOCA Fund Source #1: 20VOCA ☐
 VOCA Victim Assistance Formula Grant Program Funds Awarded: \$ 64,452
 Amount of Match Proposed (post approved Match Waiver): \$ 16,113
5. VOCA Fund Source #2 (if applicable): 21VOCA ☐
 VOCA Victim Assistance Formula Grant Program Funds Awarded: \$ 64,452
 Amount of Match Proposed (post approved Match Waiver): \$ 16,113
6. Briefly summarize the services provided:
 Case Status and Disposition Information-
 Community Resource and Counseling Referral-
 Court Escort and Support-
 Crisis Intervention-
 Emergency Assistance-
 Orientation to the Criminal Justice System-
 Restitution Information-
7. Describe practical/logistical obstacles and/or local resource constraints to providing match:
 Mariposa County is a vast and rural county with the majority of its county revenue coming from tourism and Transient Occupancy Taxes, in recent years the county has also faced numerous natural disasters and states of emergencies due to atmospheric river events causing landslides and infrastructure damages. Additionally, our county has experienced three severe wildfires, including the most recent Oak Fire that destroyed 125 single family homes. This does not include the economic downturn as a result of COVID-19. Thus, the county is not in a position to be able to fund additional programs other than critical services within the general fund. We hope in the future, the county will be in a stable position to be able to match federal tax dollars.

Approved ☐

Denied ☐

Unit Chief Name

Unit Chief Signature

Date



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Operational Agreement Summary

Grant Subaward #: XC22 05 0220

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

Participating Agency/Organization/Individual	Date Signed	Time Frame of OA
1. Alliance For Community Transformations	09/15/2022	01/01/23 to 12/31/23
2. Mariposa County Sheriff's Department	09/15/2022	01/01/23 to 12/31/23
3. Mariposa County Health and Human Services	09/15/2022	01/01/23 to 12/31/23
4. Mariposa County Probation Department	09/15/2022	01/01/23 to 12/31/23
5.		to
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20.		to



Volunteer Waiver Request

Grant Subaward #: XC22 05 0220

Subrecipient: Mariposa County/District Attorney's Office

Justification:

It is our request to have the VOCA funding volunteer requirements waived for the XC22 05 02220 Subaward Period, based upon some unique factors related to our program. On many occasions we have attempted to recruit volunteers from our community in assisting with the work we do. However, we have encountered several things; the first being our youth who would be ideal candidates for Victim Services internships are extremely busy with sports and extra- curricular and paid positions so that volunteering is not feasible with their schedules. We have reached out to the community at-large and there is a general lack of interest to volunteer with our program. Additionally, We do not always have the space within our office to house and keep on volunteers.

As a result, our rural program has problems recruiting and keeping volunteers on staff and the VOCA volunteer requirement creates a burden on our small program. We appreciate your consideration of our unique situation, feel free to reach out with any questions you may have.

Cal OES Approval

☐ Approved ☐ Denied

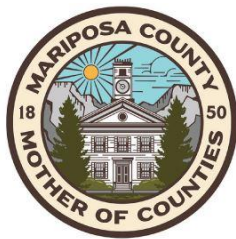
Program Specialist Signature

Date

☐ Approved ☐ Denied

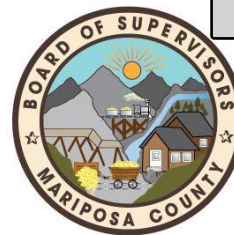
Unit Chief Signature

Date



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



D.17

RESOLUTION - ACTION REQUESTED 2022-510

MEETING: September 13, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: MOU Between MCHHSA, CASA, MCPD and MCOE

RECOMMENDATION AND JUSTIFICATION:

Approve a Memorandum of Understanding (MOU) Among Mariposa County Health and Human Services Agency, Mariposa County Probation Department, Mariposa County Unified School District/Mariposa County Office of Education and CASA of Mariposa County to work together more collaboratively in meeting the educational needs and goals of high risk youth and foster youth in the county; and Authorize the Board of Supervisors Chair to Sign the MOU.

The Health and Human Services Agency, and Mariposa County Unified School District/Mariposa County Office of Education and CASA of Mariposa have been meeting monthly to work on this MOU and also looking at ways to have better communication between all.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved similar contracts in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If not approved Mariposa County Health and Human Services and other entities will be unable to move forward with the collaborative work as outlined in the MOU.

FINANCIAL IMPACT:

There will be no financial impact.

ATTACHMENTS:

MOU - AOC and COE 2022 thru 2025 Wcsignature DRAFT V1 (1) (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

Resolution Number: _____

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF MARIPOSA,
THE COURT-APPOINTED SPECIAL ADVOCATES OF MARIPOSA COUNTY
AND
THE MARIPOSA COUNTY OFFICE OF EDUCATION/MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT

This MEMORANDUM OF UNDERSTAND (MOU) is made and entered into by and between the Mariposa County Office of Education/Mariposa County Unified School District (MCOE/MCUSD), the County of Mariposa (County) on behalf of Mariposa County Health and Human Services Agency (HHSA), and the Mariposa County Probation Department (Probation Department), and the Court Appointed Special Advocates of Mariposa County (CASA).

Whereas, MCOE/MCUSD, County, and CASA of Mariposa desire to set forth in this MOU the specific terms and conditions of the services to be performed and provided by HHSA, Probation Department, and CASA staff in partnership with MCOE/MCUSD to collaborate collectively and share information (with confidentiality being of utmost importance) in order to provide seamless services to foster youth and high-risk youth living in Mariposa County.

Now, therefore, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. Goals and Objectives: It is understood and agreed that MCOE/MCUSD, HHSA, Probation Department, and CASA share the following goals and objectives with regard to foster youth and high-risk youth residing in Mariposa County.
 - 1.1. To ensure the educational, transitional, and personal success of Mariposa County foster youth and foster youth placed in Mariposa County by out-of-county agencies.
 - 1.2. To ensure the educational, transitional, and personal success of high-risk youth in Mariposa County.
 - 1.3. To minimize school placement changes through collaboration and communication.
 - 1.4. To have appropriate staff participate in the monthly Multidisciplinary Team meetings to discuss youth academic or personal problems, issues, or concerns as they relate to their educational and personal goals.
 - 1.5. To collectively facilitate foster youth and high-risk youth education-related training to staff and care providers who serve foster youth and high-risk youth residing in Mariposa County.
 - 1.6. To share information with each other, including changes to staff assignments for each agency,
 - 1.7. To collaborate on the development and ongoing use of the Foster Focus database.

2. Mariposa County Health and Human Services agrees:
 - 2.1. To provide MCOE/MCUSD with a comprehensive list, at least quarterly, of Mariposa County foster youth ages 0-21 who are residing in Mariposa County or any other county.
 - 2.2. To provide MCOE/MCUSD with updated information when a residence or school change is made. The Notice of School Change form is to be completed as soon as possible upon a social worker learning that such a change will be made.
 - 2.3. To provide MCOE/MCUSD with a copy of the JV-535 form, stating who holds educational rights for the foster youth. The JV-535 is completed by the social worker when a parent does not have the capacity or willingness to make educational decisions.
 - 2.4. To invite the parties to this MOU to Child Family Team (CFT) meetings, orientations, and training as appropriate.
 - 2.5. To provide an informed HHSA representative to participate in MCOE/MCUSD meetings and CFT meetings.
 - 2.6. To promptly notify the MCOE/MCUSD meeting or the CFT meeting organizer when attendance is not possible. HHSA agrees to provide relevant information to the organizer when appropriate to do so.
 - 2.7. To promptly notify MCOE/MCUSD of any child/youth involved with Mariposa County Child Welfare Services. Appropriate releases will be obtained for voluntary cases.
 - 2.8. To provide an Administrator for the Sacramento County Office of Education (SCOE) Foster Focus Global Permissions Access and administrative oversight in regard to Child Welfare Services/Case Management System (CWS/CMS).
3. The Mariposa County Probation Department agrees:
 - 3.1. To provide MCOE/MCUSD with updated information when a residence or school change is made for any ward in placement or "at-risk youth" who are not involved with either CWS or probation.
 - 3.2. To provide MCOE/MCUSD with a copy of the JV-535 form, stating who holds educational rights on a ward in placement. The probation officer completes the JV-535 form when a parent does not have the capacity or willingness to make educational decisions.
 - 3.3. To provide an informed Probation Department representative to participate in MCOE/MCUSD meetings and CFT meetings.
 - 3.4. To promptly notify the MCOE/MCUSD meeting or CFT meeting organizer when attendance is not possible. Probation agrees to provide relevant information to the organizer when appropriate to do so.

4. Court Appointed Special Advocates of Mariposa County agree:
 - 4.1. To provide advocacy services on an ad hoc basis for youth who are in need of counseling and/or referrals.
 - 4.2. To maintain the confidentiality of information and records pertaining to individuals pursuant to Welfare and Institutions Code Sections 10850 and 827, and California Department of Social Services Manual of Policies and Procedures, Division 19 Regulations.
 - 4.3. To provide an informed CASA representative to participate in MCOE/MCUSD meetings and CFT meetings.
 - 4.4. To promptly notify the MCOE/MCUSD meeting or CFT organizer when attendance is not possible. Court Appointed Special Advocate (CASA) of Mariposa agrees to provide relevant information to the organizer when appropriate to do so.
5. Mariposa County Office of Education / Mariposa County Unified School District agrees:
 - 5.1. To maintain the confidentiality of information and records pertaining to individuals pursuant to Welfare and Institutions Code, Sections 10850 and 827, and California Department of Social Services Manual of Policies and Procedures, Division 19 Regulations.
 - 5.2. To provide education-related information (MCOE/MCUSD Notice of School Change form) to HHSA, Probation Department, and CASA or to other counties' Foster Youth Services (FYS) liaisons wherein Mariposa County youth are placed to enable social workers to update the foster youth's Health & Education Passport. Information will be shared for all such foster youth as long as they have an open case with HHSA or the Probation Department.
 - 5.3. To provide the Local Control Funding Formula (LCFF) Annual Plan to the partners of this MOU and seek input and feedback prior to submission to the MCOE/MCUSD Board for approval.
 - 5.4. To promptly notify the CFT meeting organizer when attendance is not possible. The agency agrees to provide relevant information to the organizer when appropriate to do so.
 - 5.5. To provide an Administrator for the SCOE Foster Focus Global Permissions Access and administrative oversight in regard to Aeries.
6. Terms of this agreement
 - 6.1. This MOU is effective upon approval and signatures by all parties and will remain in effect until October 31, 2025, unless terminated earlier by any party pursuant to the conditions of this section.
 - 6.2. This MOU, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by any party at any time without cause or legal excuse by providing the other parties with thirty (30) calendar days written notice of such termination.

- 6.3. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by all the parties hereto.

7. Notices

- 7.1. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission, or sent by first-class mail, postage prepaid, and addressed as follows:

Mariposa County Health and Human Services Agency

5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Facsimile: 209-742-0994

Mariposa County Probation Department

5091 Bullion Street
P.O. Box 76
Mariposa, CA 95338
Facsimile: 209-742-5961

Alliance for Community Transformations

Court Appointed Special Advocates of Mariposa County

5174 Hwy 140
P.O. Box 2075
Mariposa, CA 95338
Facsimile: 209-742-4218

Mariposa County Office of Education/Mariposa County Unified School District

5082 Old Highway North
P.O. Box 8
Mariposa, CA 95338
Facsimile: 209-966-4549

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed the day and year first written above.

County of Mariposa

By: _____
Chair, Board of Supervisors

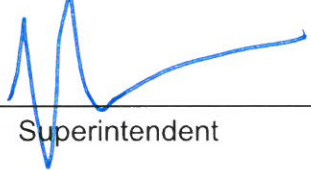
Date: _____

**Alliance for Community Transformations
Court Appointed Special Advocates of Mariposa County**

By:  _____
Alliance Director

Date: 7/26/22

Mariposa County Office of Education / Mariposa County Unified School District

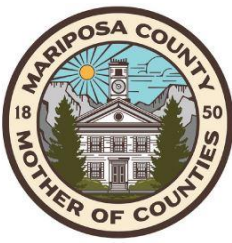
By:  _____
Superintendent

Date: 7.13.22

APPROVED AS TO LEGAL FORM

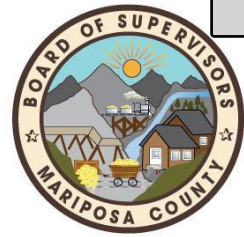
By: _____
Steven W. Dahlem
Mariposa County Counsel

Date: _____



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2022-511

MEETING: September 13, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: 2022 SLIHEAP 22Q-4570 Contract for Energy Assistance Program

RECOMMENDATION AND JUSTIFICATION:

Approve the 2022 Low Income Home Water Assistance Program (LIHWAP) Agreement 21Z-9560; Approve the 2022 Supplemental Low Income Home Energy Assistance Program (SLIHEAP) Agreement 22Q-4570; Approve the Certifications with the California Department of Community Services and Development (CSD) in an Amount Not to Exceed \$11,788 to Provide Energy Assistance Payments; and Authorize the Health and Human Services Agency Director to Sign the Agreement, Certifications, and All Subsequent Amendments (Subject to Approval as to Legal Form by County Counsel).

The Director of Health and Human Services is required to sign by the State of California CSD.

The purpose of SLIHEAP, under the auspices of the CSD, is to provide energy payment assistance services to low-income county residents. SLIHEAP is a new program offered through CSD, and funds (\$11,788) have been allocated to Mariposa County to operate the new program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

This is the first SLIHEAP from the United States Department of Health and Human Services under the Infrastructure Investment and Jobs Act.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this Agreement is not approved, Mariposa will lose the grant funds of \$11,788 and the opportunity to provide Energy Assistance payments to serve Mariposa County households under this grant agreement.

FINANCIAL IMPACT:

This program is funded by federal energy assistance grant (SLIHEAP) funds. The \$11,788 grant was anticipated and included in the 22/23 budget. There is no impact to the County General Fund.

ATTACHMENTS:

2022_SLIHEAP_Contract_22Q-4570_Ma (PDF)

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

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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



State of California-Health and Human Services Agency
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833
Telephone: (916) 576-7109 | Fax: (916) 263-1406
www.csd.ca.gov



Dear Executive Director:

The purpose of this letter is to provide information for the 2022 Supplemental Low-Income Home Energy Assistance Program (SLIHEAP) contract. On January 24, 2022, the Department of Community Services and Development (CSD) received the 2022 SLIHEAP grant award from the United States Department of Health and Human Services under the Infrastructure Investment and Jobs Act (IIJA), in the amount of \$4,177,848. CSD will continue to receive IIJA funds over a period of five years through the program year 2026 and will release each grant award through a separate contract. With the issuance of the 2022 SLIHEAP contract, CSD is releasing the full grant amount of \$4,177,848 to LIHEAP Service Providers (LSPs). It is important to note that CSD will not process claims for 2022 SLIHEAP contract reimbursement or issue 2022 program year utility assistance benefits until your contract is fully executed.

As you may recall, CSD recently administered a survey to confirm LSPs electing to forgo their final allocation of 2022 SLIHEAP grant funds and those interested in receiving additional allocation amounts. For LSPs indicating interest in receiving additional 2022 SLIHEAP contract funds, please be advised that your final allocation release includes your organization's standard distribution share of final 2022 SLIHEAP contract funds, plus a distribution share of 2022 contract funds returned by LSPs. All allocation determinations were made using the pure three-factor distribution formula.

On June 21, 2022, CSD released Program Advisory [CPA-E-22-04](#) to outline the allocation and expenditure of 2022 SLIHEAP funds. As noted in the CPA, the contract term is from September 1, 2022 through June 30, 2023, with an expenditure requirement of 99 percent by February 28, 2023.

In addition, CSD is completing the 2022 SLIHEAP program year updates to the Expenditure Activity Reporting System (EARS) and the Combined Outcome Reporting Engine (CORE) systems. CSD anticipates the EARS and CORE systems will be available for use on October 7, 2022, and September 2, 2022, respectively.

Serving Low-Income Families Through Community Partners

Executive Director
Page Two

CSD looks forward to a continued productive partnership so that, together, we can effectively administer our critical programs and services designed to strengthen the economic security of vulnerable Californians.

Sincerely,



DAVID SCRIBNER
Director

Attachments

Attachment: 2022_SLIHEAP_Contract_22Q-4570_Ma (RES-2022-511 : 2022 SLIHEAP 22Q-4570 Contract for Energy Assistance Program)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD. 213 (Rev 03/2019) CSD (Rev 07/2019)

AGREEMENT NUMBER

22Q-4570

PURCHASING AUTHORITY NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

Department of Community Services and Development

CONTRACTOR NAME

Mariposa County Human Services Department

2. The term of this Agreement is: September 1, 2022 through June 30, 2023

3. The maximum amount of this Agreement is: Total \$11,788.00

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

Preamble*

Article 1 - Scope of Work*

Article 2 - Contract Administration and Procedure*

Article 3 - Contract Changes*

Article 4 - Administrative Policies and Procedures*

Article 5 - Administrative and Program Expenditures Requirements*

Article 6 - Reporting Policies and Procedures*

Article 7 - Program Policies and Procedures*

Article 8 - Program Implementation*; Article 9 - Compliance Policies and Procedures*;

Article 10 - Federal and State Policy Provisions*; Article 11 - General Terms and Conditions GTC 04/2017*

Article 12 - Definitions*; Article 13 - Table of Forms and Documents Incorporated by Reference*

Items shown with an Asterisk (*) are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be accessed at <https://agencies.csd.ca.gov/>.

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

CONTRACTOR				California Department of General Services Approval (or exemption, if applicable)	
CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.) Mariposa County Human Services Department					
CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP P.O. Box 99, Mariposa, CA 95338					
PRINTED NAME OF PERSON SIGNING			TITLE		
CONTRACTOR AUTHORIZED SIGNATURE			DATE SIGNED		
STATE OF CALIFORNIA					
CONTRACTING AGENCY NAME Department of Community Services and Development					
CONTRACTING AGENCY ADDRESS 2389 Gateway Oaks Drive, Suite 100		CITY Sacramento	STATE CA	ZIP 95833	
PRINTED NAME OF PERSON SIGNING Chris Vail		TITLE Chief Financial Officer			
CONTRACTING AGENCY AUTHORIZED SIGNATURE			DATE SIGNED		

I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval.

Attachment: 2022_SLIHEAP_Contract_22Q-4570_Ma (RES-2022-511 : 2022 SLIHEAP 22Q-4570 Contract for Energy Assistance Program)

2022 SLIHEAP Contract Checklist

General Comments and Requirements:

Please contact your assigned Field Operations Representative immediately for assistance if this Agreement requires corrections. Agencies are required to utilize DocuSign to sign this Agreement. Please fill out and submit CSD 489 (DocuSign Contact Update Form) if you have not yet initialized DocuSign® with the California Department of Community Services and Development (CSD).

Contract Packet:

The following completed documents/forms must be returned to CSD in the Agreement packet. Please use the checkboxes below to indicate the documents/forms are included:

- ☐ Contract Face Sheet (STD 213) signed by individual authorized on Board Resolution
- ☐ Federal Funding Accountability and Transparency Act (FFATA) Form
- ☐ Lobbying Form
- ☐ Insurance or Self-Insurance. Please attach current evidence of insurance if not already on file with CSD
- ☐ Board resolution. (Not applicable if a general board resolution has already been submitted and is not specific to the program, program year, or contract number, and does not contain any changes.)

Programmatic Contract Requirements (as applicable):

- ☐ SLIHEAP Production Plan (CSD 622)

Please return both completed contract packets within 30 days (45 days for public agencies) to:

All forms are located on the Forms page under the Energy Contract tab on the Local Agencies Portal at <https://agencies.csd.ca.gov>.

**CERTIFICATION REGARDING LOBBYING**

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FAMILY SUPPORT ADMINISTRATION

PROGRAM: **Supplemental LIHEAP (SLIHEAP)**

PERIOD: **September 1, 2022 through June 30, 2023**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Title

Signature

Agency/Organization

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete the form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of Last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, If applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name address of Lobbying Entity (if individual, last name, first, name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)
11. Amount of Payment (check all that apply): \$ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s), contacted, for Payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No		
16 Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1353. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty for not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:		Authorized for Local Reproductions Standard Form – LLL

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

Attachment: 2022_SLIHEAP_Contract_22Q-4570_Ma (RES-2022-511 : 2022 SLIHEAP 22Q-4570 Contract for Energy Assistance Program)

INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**D.18.a**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and ZIP Code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full name of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budgets. Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Attachment: 2022_SLIHEAP_Contract_22Q-4570_Ma (RES-2022-511 : 2022 SLIHEAP 22Q-4570 Contract for Energy Assistance Program)

Department of Community Services and Development
CSD 279 (Rev. 4/2022)

**Community Services and Development
Federal Funding Accountability and Transparency Act Report Form**

Return with the Contract

As of October 1, 2010, CSD is required to comply with sub-award reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA). CSD must file the FFATA sub- award report by the end of the month following the month in which CSD awards funds greater than or equal to \$25,000 to any agency/service provider. In accordance with terms of the CSD agreement, agencies are required to provide the information requested in this form on or before the above due date. Failure to timely submit the completed form may result in "high-risk" designation and/or imposition of additional special terms and conditions on the agency's eligibility for CSD funds.

Please e-mail completed report form to the program e-mail address listed below:

Department of Energy Weatherization Assistance Program: Wx@csd.ca.gov

Community Services Block Grant: csbg.div@csd.ca.gov

Low Income Home Energy Assistance Program: Wx@csd.ca.gov

AGENCY/SUB-AWARDEE INFORMATION

Agency Name		
Program Type (Check One)	☐ CSBG ☐ LIHEAP ☐ DOE WAP ☐ OTHER _____	
Contract Number		
Performance Period(s) (mm/dd/yy - mm/dd/yy)		
Agency Unique Entity ID (SAM.gov) NEW		
Agency Primary Contact Information (<i>person responsible for completing this form</i>)	Name:	
	Title:	
	E-Mail:	
	Phone:	
Location of Agency	Mailing Address:	
	State:	
	Zip + 4 Digits (+4 digit is required)	
	U.S. Congressional District:	
	State Assembly District:	
	State Senate District:	

Attachment: 2022_SLIHEAP_Contract_22Q-4570_Ma (RES-2022-511 : 2022 SLIHEAP 22Q-4570 Contract for Energy Assistance Program)

Department of Community Services and Development
CSD 279 (Rev. 4/2022)

Place of Performance <i>(where program funds are primarily spent, if different from agency location above)</i>	Mailing Address:	
	State:	
	Zip + 4 Digits <i>(+4 digit is required)</i>	
	U.S. Congressional District:	
	State Assembly District:	
	State Senate District:	
Agency (Sub-Awardee) Executive Compensation Reporting	Is more than 80% of your agency's annual gross revenue from the Federal government? ☐ Yes ☐ No (If YES, continue to the next question. If NO, you are now finished completing this form.)	
	Does your agency's total annual federal funding exceed \$25 million? ☐ Yes ☐ No (If YES, continue to the next question. If NO, you are now finished completing this form.)	
	Is your agency one of the entities described below? ☐ Yes ☐ No ▪ A tax-exempt nonprofit entity required to file an annual Form 990 return with the Internal Revenue Service (IRS). ▪ A publicly owned corporation required to file annual reports with the Securities and Exchange Commission (SEC).	
	(If NO, please list the names and compensation of your agency's top five highest compensated employees in the spaces below. If YES, you are now finished completing this form.)	
Five Highest Compensated Executives/Employees	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	

Department of Community Services and Development
CSD 279 (Rev. 4/2022)

Description of Information Requested

Place of Performance

Address represents where the prime recipient is performing the majority of work funded. If the award funds multiple projects in different locations, then an address such as a city hall or county seat may be the most appropriate if it represent where the majority of funds are being used.

Agency/Sub-Awardee Executive Compensation Reporting

Sub-awardees must report the total compensation and names of the top five executives in the organization if:

- a) More than 80% of the annual gross revenues are from the Federal government, and those revenues are greater than \$25 million annually; and
- b) Compensation information is not readily available through reporting to the IRS on a Form 990 (section 6104 of the Internal Revenue Code of 1986), or through reporting to Securities and Exchange Commission (SEC). SEC reporting is required for publicly owned/traded corporations.

Exemptions: Refer to 2 CFR

Part 170 for exemption criteria. <http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-part170.pdf>

Additional Resources

Unique Entity ID (UEI Number)	
On April 4, 2022, the D-U-N-S® Number will be removed and the Unique Entity ID (SAM) will be the authoritative identifier. This ID is used within SAM.gov and other government award and financial systems to identify a unique entity. The transition to the Unique Entity ID (SAM) is a federal governmentwide initiative.	https://sam.gov/content/home https://gsa.gov/entityid
Zip Code + 4 Digit Zip	
Use the United States Postal Service website to identify your +4 digit zip	https://tools.usps.com/go/ZipLookupAction!input.action
Congressional District	
Use the following sites to identify your congressional district	
U.S. Congressional District	http://www.house.gov/representatives/find/
State Assembly and Senate District	http://findyourrep.legislature.ca.gov/
Reporting Requirement Regulations	
The Federal Funding Accountability and Transparency Act of 2006	http://www.gpo.gov/fdsys/pkg/PLAW-109publ282/html/PLAW-109publ282.htm
FFATA Subaward Reporting System (FSRS) website	https://www.fsrs.gov/

INFRASTRUCTURE INVESTMENT & JOBS ACT ALLOCATION SPREADSHEET

State of California
Department of Community Services and Development
Total 2022 IIJA LIHEAP Allocation
Facesheet

County/Service Territory

- 1 Alameda County - Spectrum Community Services, Inc.
- 2 Amador/Tuolumne Service Territory - Amador-Tuolumne CAA
 - Amador County
 - Calaveras County
 - Tuolumne County
 - Service Territory Total
- 3 Butte County - CAA of Butte County, Inc.
- 4 Colusa Service Territory - Glenn County Community Action Department
 - Colusa County
 - Glenn County
 - Trinity County
 - Service Territory Total
- 5 Contra Costa Co. - Contra Costa Employment & Human Services Dept/CSB
- 6 Del Norte County - Del Norte Senior Center, Inc.
- 7 El Dorado Service Territory - El Dorado Co. Health & Human Services Agency
 - Alpine County
 - El Dorado County
 - Service Territory Total
- 8 Fresno County - Fresno County Economic Opportunities Commission
- 9 Humboldt Service Territory - Redwood CAA
 - Humboldt County
 - Modoc Co. (WEATHERIZATION/ASSURANCE 16)
 - Service Territory Total
- 10 Imperial Service Territory - Campesinos Unidos, Inc.
 - Imperial County
 - San Diego County - Area A
 - Service Territory Total
- 11 Inyo Service Territory - Inyo Mono Advocates for Community Action, Inc.
 - Inyo County
 - Mono County
 - Service Territory Total
- 12 Kern County - Community Action Partnership of Kern
- 13 Kings County - Kings Community Action Organization, Inc.
- 14 Lake Service Territory - North Coast Energy Services, Inc.
 - Lake County
 - Mendocino County
 - Napa County
 - Solano County
 - Sonoma County
 - Yolo County
 - Service Territory Total
- 15 Lassen County - Lassen Economic Development Corporation
 - Los Angeles County
- 16 Area A - Maravilla Foundation
- 17 Area B - Pacific Asian Consortium in Employment
- 18 Area C - Long Beach Community Action Partnership
- 19 Madera County - Community Action Partnership of Madera County, Inc.

	Direct Services								
	Administration/Assurance 16/ECIP/HEAP				Utility Assistance				
Contract Number	Allowable Admin	Allowable A16	ECIP/HEAP Program	Admin/A16/ ECIP/HEAP Subtotal	ECIP FT/HEAP G&E Program Subtotal	Total Contract Allocation	ECIP/HEAP Intake 8%	ECIP/HEAP Outreach 5%	ECIP/HE Training 2%
22Q-4550	5,777	5,777	15,597	27,151	88,382	115,533	8,318	5,199	2,000
	674	674	1,821	3,169	10,321	13,490	971	607	200
	998	998	2,694	4,690	15,266	19,956	1,437	898	300
	1,886	1,886	5,092	8,864	28,857	37,721	2,716	1,697	600
22Q-4551	3,558	3,558	9,607	16,723	54,444	71,167	5,124	3,202	1,200
22Q-4552	3,741	3,741	10,101	17,583	57,237	74,820	5,387	3,367	1,300
	305	305	825	1,435	4,672	6,107	440	275	100
	434	434	1,172	2,040	6,638	8,678	625	391	150
	322	322	870	1,514	4,934	6,448	464	290	100
22Q-4553	1,061	1,061	2,867	4,989	16,244	21,233	1,529	956	350
22Q-4554	4,947	4,947	13,357	23,251	75,691	98,942	7,124	4,452	1,700
22Q-4555	2,758	2,758	7,447	12,963	42,201	55,164	3,972	2,482	900
	89	89	240	418	1,357	1,775	128	80	30
	6,295	6,295	16,997	29,587	96,316	125,903	9,065	5,666	2,200
	6,384	6,384	17,237	30,005	97,673	127,678	9,193	5,746	2,200
22Q-4556	11,414	11,414	30,818	53,646	174,636	228,282	16,436	10,273	4,000
	2,405	2,405	6,495	11,305	36,799	48,104	3,464	2,165	800
	0	0	0	0	0	0	0	0	0
	2,405	2,405	6,495	11,305	36,799	48,104	3,464	2,165	800
22Q-4557	1,135	1,135	3,065	5,335	17,365	22,700	1,634	1,022	400
	6,218	6,218	16,789	29,225	95,139	124,364	8,954	5,596	2,200
	7,353	7,353	19,854	34,560	112,504	147,064	10,588	6,618	2,600
	258	258	696	1,212	3,947	5,159	371	232	90
22Q-4558	324	324	876	1,524	4,960	6,484	467	292	100
	582	582	1,572	2,736	8,907	11,643	838	524	200
	10,407	10,407	28,098	48,912	159,221	208,133	14,986	9,366	3,700
	2,302	2,302	6,216	10,820	35,224	46,044	3,315	2,072	800
22Q-4559	1,386	1,386	3,741	6,513	21,201	27,714	1,995	1,247	400
	1,673	1,673	4,517	7,863	25,601	33,464	2,409	1,506	600
	695	695	1,875	3,265	10,627	13,892	1,000	625	200
	1,825	1,825	4,928	8,578	27,923	36,501	2,628	1,643	600
	2,920	2,920	7,883	13,723	44,670	58,393	4,204	2,628	1,000
	1,458	1,458	3,936	6,852	22,301	29,153	2,099	1,312	500
	9,957	9,957	26,880	46,794	152,323	199,117	14,335	8,961	3,500
	0	0	0	0	0	0	0	0	0
22Q-4560	18,567	18,567	50,128	87,262	284,055	371,317	26,735	16,709	6,600
	0	0	0	0	0	0	0	0	0
	11,450	11,450	30,915	53,815	175,180	228,995	16,488	10,305	4,000
	1,527	1,527	4,123	7,177	23,364	30,541	2,199	1,374	500

Attachment: 2022 SLIHEAP Contract 22Q-4570 Ma (RES-2022-511 : 2022 SLIHEAP 22Q-4570 Contract for Energy Assistance

INFRASTRUCTURE INVESTMENT & JOBS ACT ALLOCATION SPREADSHEET

State of California
Department of Community Services and Development
Total 2022 IIJA LIHEAP Allocation
Facesheet

County/Service Territory	Direct Services							ECIP/HEAP Intake 8%	ECIP/HEAP Outreach 5%	ECIP/HEAP Training 2%
	Contract Number	Administration/Assurance 16/ECIP/HEAP				Utility Assistance				
		Allowable Admin	Allowable A16	ECIP/HEAP Program	Admin/A16/ ECIP/HEAP Subtotal	ECIP FT/HEAP G&E Program Subtotal	Total Contract Allocation			
20 Marin County - Community Action Marin (NON WEATHERIZATION/ASSURANCE 16)	22Q-4569	1,007	1,007	2,719	4,733	15,408	20,141	1,450	906	300
21 Mariposa County - Mariposa County Human Services Department	22Q-4570	589	589	1,592	2,770	9,018	11,788	849	531	200
22 Merced County - Merced County CAA	22Q-4571	9,995	9,995	26,986	46,976	152,922	199,898	14,393	8,995	3,500
23 Modoc - T.E.A.C.H. Inc. (NON WEATHERIZATION/ASSURANCE 16)	22Q-4572	256	256	691	1,203	3,918	5,121	369	230	100
24 Orange County - Community Action Partnership of Orange County	22Q-4573	12,882	12,882	34,783	60,547	197,102	257,649	18,551	11,594	4,600
25 Placer Service Territory - Project GO, Inc.										
Nevada County		1,841	1,841	4,970	8,652	28,161	36,813	2,650	1,657	600
Placer County		2,169	2,169	5,856	10,194	33,177	43,371	3,123	1,952	700
Service Territory Total	22Q-4574	4,010	4,010	10,826	18,846	61,338	80,184	5,773	3,609	1,300
26 Plumas Service Territory - Plumas Co. Community Development Commission										
Plumas County		549	549	1,483	2,581	8,406	10,987	791	494	200
Sierra County		99	99	268	466	1,521	1,987	143	89	50
Service Territory Total	22Q-4575	648	648	1,751	3,047	9,927	12,974	934	583	250
27 Riverside County - Community Action Partnership of Riverside County	22Q-4576	11,942	11,942	32,243	56,127	182,709	238,836	17,196	10,748	4,200
28 Sacramento Service Territory - Community Resource Project, Inc.										
Sacramento County		9,047	9,047	24,426	42,520	138,413	180,933	13,027	8,142	3,200
Sutter County		800	800	2,161	3,761	12,246	16,007	1,153	720	300
Yuba County		884	884	2,386	4,154	13,522	17,676	1,273	795	300
Service Territory Total	22Q-4577	10,731	10,731	28,973	50,435	164,181	214,616	15,453	9,657	3,800
29 San Benito Co. - HHSA, Comm. Svcs. & Wkfs. Dev. (NON WEATHERIZATION/A16)	22Q-4578	0	0	0	0	0	0	0	0	0
30 San Bernardino County - Community Action Partnership of San Bernardino Co.	22Q-4579	0	0	0	0	0	0	0	0	0
31 San Diego County - Area B - Metropolitan Area Advisory Committee	22Q-4580	2,928	2,928	7,905	13,761	44,795	58,556	4,216	2,635	1,000
32 San Joaquin Co. - San Joaquin Co. Dept. of Aging & Community Services	22Q-4581	5,460	5,460	14,743	25,663	83,540	109,203	7,863	4,914	1,900
33 San Luis Obispo Co. - Community Action Partnership of San Luis Obispo Co., Inc.	22Q-4582	1,486	1,486	4,011	6,983	22,728	29,711	2,139	1,337	500
34 Santa Barbara Co. - Community Action Commission of Santa Barbara County	22Q-4583	2,417	2,417	6,527	11,361	36,987	48,348	3,481	2,176	800
35 Santa Clara Co. - Sacred Heart Community Service (NON WEATHERIZATION/A16)	22Q-4584	8,317	8,317	22,455	39,089	127,248	166,337	11,976	7,485	2,900
36 Santa Cruz Service Territory - Central Coast Energy Services, Inc.										
Monterey County		3,624	3,624	9,784	17,032	55,442	72,474	5,218	3,261	1,300
San Francisco County		3,256	3,256	8,792	15,304	49,822	65,126	4,689	2,931	1,100
San Mateo County		2,805	2,805	7,575	13,185	42,924	56,109	4,040	2,525	1,000
Santa Cruz County		2,167	2,167	5,852	10,186	33,164	43,350	3,121	1,951	700
Marin County (WEATHERIZATION/ASSURANCE 16)		0	0	0	0	0	0	0	0	0
San Benito County (WEATHERIZATION/ASSURANCE 16)		0	0	0	0	0	0	0	0	0
Santa Clara County (WEATHERIZATION/ASSURANCE 16/EHCS)		0	0	0	0	0	0	0	0	0
Service Territory Total	22Q-4585	11,852	11,852	32,003	55,707	181,352	237,059	17,068	10,668	4,200
37 Shasta/Tehama Service Territory - Self-Help Home Improvement Project, Inc.										
Shasta County		2,471	2,471	6,672	11,614	37,804	49,418	3,558	2,224	800
Tehama County		1,050	1,050	2,836	4,936	16,071	21,007	1,513	945	300
Service Territory Total	22Q-4586	3,521	3,521	9,508	16,550	53,875	70,425	5,071	3,169	1,100
38 Siskiyou County - Great Northern Services	22Q-4587	1,773	1,773	4,787	8,333	27,130	35,463	2,553	1,596	600
39 Stanislaus County - Central Valley Opportunity Center, Incorporated	22Q-4588	8,314	8,314	22,448	39,076	127,204	166,280	11,972	7,483	2,900
40 Tulare County - Community Services & Employment Training, Inc.	22Q-4589	6,574	6,574	17,751	30,899	100,583	131,482	9,467	5,917	2,300
41 Ventura County - Community Action of Ventura County, Inc.	22Q-4590	0	0	0	0	0	0	0	0	0
TOTALS		208,892	208,892	564,014	981,798	3,196,050	4,177,848	300,805	188,004	75,200

Attachment: 2022 SLIHEAP Contract 22Q-4570_Ma (RES-2022-511 : 2022 SLIHEAP 22Q-4570 Contract for Energy Assistance

State of California
Department of Community Services and Development
Total 2022 IJIA LIHEAP Contract Adjustments Based on Survey

County/Service Territory

1 Alameda County - Spectrum Community Services, Inc.	
2 Amador/Tuolumne Service Territory - Amador-Tuolumne CAA	
Amador County	
Calaveras County	
Tuolumne County	
Service Territory Total	
3 Butte County - CAA of Butte County, Inc.	
4 Colusa Service Territory - Glenn County Community Action Department	
Colusa County	
Glenn County	
Trinity County	
Service Territory Total	
5 Contra Costa Co. - Contra Costa Employment & Human Services Dept/CSB	
6 Del Norte County - Del Norte Senior Center, Inc.	
7 El Dorado Service Territory - El Dorado Co. Health & Human Services Agency	
Alpine County	
El Dorado County	
Service Territory Total	
8 Fresno County - Fresno County Economic Opportunities Commission	
9 Humboldt Service Territory - Redwood CAA	
Humboldt County	
Modoc Co. (WEATHERIZATION/ASSURANCE 16)	
Service Territory Total	
10 Imperial Service Territory - Campesinos Unidos, Inc.	
Imperial County	
San Diego County - Area A	
Service Territory Total	
11 Inyo Service Territory - Inyo Mono Advocates for Community Action, Inc.	
Inyo County	
Mono County	
Service Territory Total	
12 Kern County - Community Action Partnership of Kern	
13 Kings County - Kings Community Action Organization, Inc.	
14 Lake Service Territory - North Coast Energy Services, Inc.	
Lake County	
Mendocino County	
Napa County	
Solano County	
Sonoma County	
Yolo County	
Service Territory Total	
15 Lassen County - Lassen Economic Development Corporation	
Los Angeles County	
16 Area A - Maravilla Foundation	
17 Area B - Pacific Asian Consortium in Employment	
18 Area C - Long Beach Community Action Partnership	
19 Madera County - Community Action Partnership of Madera County, Inc.	
20 Marin County - Community Action Marin (NON WEATHERIZATION/ASSURANCE 16)	
21 Mariposa County - Mariposa County Human Services Department	
22 Merced County - Merced County CAA	
23 Modoc - T.E.A.C.H. Inc. (NON WEATHERIZATION/ASSURANCE 16)	
24 Orange County - Community Action Partnership of Orange County	
25 Placer Service Territory - Project GO, Inc.	
Nevada County	
Placer County	
Service Territory Total	

Contract Number	3FF Allocation	Survey Response Request*	Total Contract Adjustment**	Total Contract Amount
22Q-4550	115,533	0	0	115
	6,730	9,478	6,760	13
	9,956	14,021	10,000	19
	18,819	26,501	18,902	37
22Q-4551	35,505	50,000	35,662	71
22Q-4552	64,121	15,000	10,699	74
	4,056	2,876	2,051	6
	5,763	4,087	2,915	8
	4,282	3,037	2,166	6
22Q-4553	14,101	10,000	7,132	21
22Q-4554	98,942	0	0	98
22Q-4555	19,502	50,000	35,662	55
	776	1,400	999	1
	55,048	99,341	70,855	125
22Q-4556	55,824	100,741	71,854	127
22Q-4557	228,282	0	0	228
	48,104	0	0	48
	0	0	0	0
22Q-4558	48,104	0	0	48
	22,700	0	0	22
	124,364	0	0	124
22Q-4559	147,064	0	0	147
	5,159	0	0	5
	6,484	0	0	6
22Q-4560	11,643	0	0	11
22Q-4561	208,133	0	0	208
22Q-4562	28,213	25,000	17,831	46
	27,714	0	0	27
	33,464	0	0	33
	13,892	0	0	13
	36,501	0	0	36
	58,393	0	0	58
	29,153	0	0	29
22Q-4563	199,117	0	0	199
22Q-4564	15,068	(15,068)	(15,068)	
22Q-4565	371,317	0	0	371
22Q-4566	262,481	(262,481)	(262,481)	
22Q-4567	228,995	0	0	228
22Q-4568	30,541	0	0	30
22Q-4569	20,141	0	0	20
22Q-4570	11,788	0	0	11
22Q-4571	57,249	200,000	142,649	199
22Q-4572	5,121	0	0	5
22Q-4573	152,307	147,693	105,342	257
	36,813	0	0	36
	43,371	0	0	43
22Q-4574	80,184	0	0	80

Attachment: 2022 SLIHEAP Contract 22Q-4570_Ma (RES-2022-511 : 2022 SLIHEAP 22Q-4570 Contract for Energy Assistance Program)

State of California
Department of Community Services and Development
Total 2022 IJJA LIHEAP Contract Adjustments Based on Survey

County/Service Territory

26 Plumas Service Territory - Plumas Co. Community Development Commission
 Plumas County
 Sierra County
 Service Territory Total
 27 Riverside County - Community Action Partnership of Riverside County
 28 Sacramento Service Territory - Community Resource Project, Inc.
 Sacramento County
 Sutter County
 Yuba County
 Service Territory Total
 29 San Benito Co. - HHSA, Comm. Svcs. & Wkfs. Dev. (NON WEATHERIZATION/A16)
 30 San Bernardino County - Community Action Partnership of San Bernardino Co.
 31 San Diego County - Area B - Metropolitan Area Advisory Committee
 32 San Joaquin Co. - San Joaquin Co. Dept. of Aging & Community Services
 33 San Luis Obispo Co. - Community Action Partnership of San Luis Obispo Co., Inc.
 34 Santa Barbara Co. - Community Action Commission of Santa Barbara County
 35 Santa Clara Co. - Sacred Heart Community Service (NON WEATHERIZATION/A16)
 36 Santa Cruz Service Territory - Central Coast Energy Services, Inc.
 Monterey County
 San Francisco County
 San Mateo County
 Santa Cruz County
 Marin County (WEATHERIZATION/ASSURANCE 16)
 San Benito County (WEATHERIZATION/ASSURANCE 16)
 Santa Clara County (WEATHERIZATION/ASSURANCE 16/EHCS)
 Service Territory Total
 37 Shasta/Tehama Service Territory - Self-Help Home Improvement Project, Inc.
 Shasta County
 Tehama County
 Service Territory Total
 38 Siskiyou County - Great Northern Services
 39 Stanislaus County - Central Valley Opportunity Center, Incorporated
 40 Tulare County - Community Services & Employment Training, Inc.
 41 Ventura County - Community Action of Ventura County, Inc.

Contract Number	3FF Allocation	Survey Response Request*	Total Contract Adjustment**	Total Contract Amount
	10,987	0	0	10
	1,987	0	0	1
22Q-4575	12,974	0	0	12
22Q-4576	238,836	0	0	238
	180,933	0	0	180
	16,007	0	0	16
	17,676	0	0	17
22Q-4577	214,616	0	0	214
22Q-4578	7,756	(7,756)	(7,756)	
22Q-4579	237,957	(237,957)	(237,957)	
22Q-4580	58,556	0	0	58
22Q-4581	109,203	0	0	109
22Q-4582	29,711	0	0	29
22Q-4583	48,348	0	0	48
22Q-4584	116,337	50,000	50,000	166
	61,571	15,287	10,903	72
	55,329	13,736	9,797	65
	47,668	11,834	8,441	56
	36,829	9,143	6,521	43
	0	0	0	
	0	0	0	
	0	0	0	
22Q-4585	201,397	50,000	35,662	237
	49,418	0	0	49
	21,007	0	0	21
22Q-4586	70,425	0	0	70
22Q-4587	35,463	0	0	35
22Q-4588	94,955	100,000	71,325	166
22Q-4589	131,482	0	0	131
22Q-4590	60,556	(60,556)	(60,556)	
TOTALS	4,177,848	214,616	0	4,177

*** Survey Response Request Notes:**

- (1) \$0 allocation identifies LSPs electing not to receive additional funds or exercise the option to forgo a portion of its 2022 IJJA allocation;
 (2) a negative entry identifies LSPs electing to forgo a portion of its 2022 IJJA allocation to be redistributed;
 (3) a positive entry indicates the amount of additional funds requested by an LSP above its standard 2022 IJJA allocation.

**** Total Contract Adjustment Note:**

Reflects the adjustment amount to a LSP allocation based on the decision to forgo a portion of their 2022 IJJA contract allocation or accept additional funds above its 2022 IJJA standard allocation via redistribution.

Attachment: 2022 SLIHEAP Contract 22Q-4570 Ma (RES-2022-511 : 2022 SLIHEAP 22Q-4570 Contract for Energy Assistance Program)

SUBVENTION CONTRACT

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SUBVENTION CONTRACT

PREAMBLE

This subvention Contract, for the implementation of the Supplemental Low-Income Home Energy Assistance Program (SLIHEAP) funded under the Infrastructure Investment and Jobs Act in program year 2022 (“Contract”), is entered into between the Department of Community Services and Development (“CSD” or “Department”) and the contractor named on Form STD. 213, the face sheet of this document (“Contractor”) and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, CSD and Contractor hereby agree as follows:

ARTICLE 1 - SCOPE OF WORK

1.1 General

- 1.1.1 Contractor shall provide Supplemental Home Energy Assistance Program (SHEAP) assistance, and Energy Crisis Intervention Program (ECIP) assistance to eligible participants residing in the service area described in Section 1.2, pursuant to all applicable federal and state statutes and regulations, including the Public Law 117-58 (Title VII of the Infrastructure Investment and Jobs Act of 2021), Low-Income Home Energy Assistance Act of 1981 (42 USC §§ 8621 et seq., as amended) (the Act) and California Government Code Section 16367.5 et seq., as amended. Contractor shall administer SLIHEAP services to eligible low-income households in accordance with both need and the Contractor’s service delivery plan approved by CSD. Contractor shall ensure that the highest level of assistance will be furnished to those households which have the lowest incomes and the highest energy costs or needs in relation to income, and that the services and activities funded by this Contract shall also meet all other assurances specified in Section 8624 of the Act.
- 1.1.2 The SLIHEAP Catalog of Federal Domestic Assistance number is 93.568. The award is funded through the United States Department of Health and Human Services (HHS).

1.2 Service Area

- 1.2.1 The services shall be performed in the Service Territory comprised of the following service area(s):
- The 2022 SLIHEAP Numbers, Contractors, and Service Territories listing may be accessed under the Supporting Documents section
<https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx>.
- 1.2.2 Contractors that provide services in Los Angeles and San Diego counties shall refer to the ZIP Codes listing located at under the Supporting Documents section

SUBVENTION CONTRACT

<https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx> to determine the zip codes for their respective area.

1.3 Term and Amount of Contract

- 1.3.1 The term of this Contract shall be for the period represented on the face sheet (Form STD 213). Contractor shall perform all work under this contract prior to, or up to February 28, 2023, in accordance with Article 9.5 section 9.5.2, regardless of the contract term end date.
- 1.3.2 The contract amount as represented on Form STD. 213 consists of Contractor's total allocation to include the "Wood Propane and Oil (WPO)" and "Utility Assistance" portions attributable to Contractor's service area(s).
- 1.3.3 WPO and Utility Assistance funding, as defined in Article 12, Definitions, that are allocated to Contractor, shall be expended, reported and accounted for in accordance with the provisions of this Contract.

1.4 Service Area Expenditure Requirements

Contractor shall be subject to special expenditure requirements as provided in Article 5, Section 5.7 of the Contract, if Contract involves funding for SLIHEAP services provided by Contractor in multiple counties or service areas.

1.5 Program Authorities – Requirements, Standards and Guidance

- 1.5.1 All services and activities are to be provided in accordance with applicable federal, state, and local laws and regulations, which may be amended from time to time, including but not limited to, the following:
 - 1.5.1.1 The Infrastructure Investment and Jobs Act of 2021 (Public Law 117-58);
 - 1.5.1.2 The Low-Income Home Energy Assistance Act of 1981 (42 USC §§ 8621 et seq.), and the Low-Income Home Energy Assistance Program (45 CFR Part 96, Subpart H);
 - 1.5.1.3 The California Government Code (Cal. Gov. Code) §§ 16367.5 et seq., as amended, and Title 22 of the California Code of Regulations (CCR) §§ 100800 et seq.; and
 - 1.5.1.4 The Single Audit Act (31 USC §§ 7501 et seq.), and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).
- 1.5.2 Conflict of Laws. Contractor shall comply with all of the requirements, standards, and

SUBVENTION CONTRACT

guidelines contained in the authorities listed below, as they may be amended from time to time, regarding procurement, administrative, and other costs claimed under this Contract, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines in this Contract directly conflict with any State law or regulation at Government Code §§16367.5 et seq. or 22 CCR §§100800 et seq., or any provision of this Contract, then federal law or regulation or provision shall take precedence, and then state law; unless, under specified circumstances, a provision of federal law applicable to block grants, such as 45 CFR § 96.30, allows for the application of state law.

- 1.5.2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75); and
- 1.5.2.2 Contractor further agrees to abide by all requirements in California Contractor Certification Clauses 04/2017 (CCC-04/2017).
- 1.5.3 CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's participation in SLIHEAP, and as a condition of receipt of funds under the program, PROVIDED:
 - 1.5.3.1 That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" posted at <https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx>;
 - 1.5.3.2 That such guidance shall be issued by CSD in writing in the form of "CSD Program Advisory (CPA) No. XX-XX" posted at <https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx>;
 - 1.5.3.3 That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;
 - 1.5.3.4 That such guidance shall be reasonably necessary to realize the purposes of SLIHEAP;
 - 1.5.3.5 That major and material changes in the program and/or requirements which substantially affect the Contractor's and/or CSD's ability to fulfill their obligations or otherwise serve to create a substantial hardship on either the Contractor or CSD shall be subject to an amendment to this Contract;
 - 1.5.3.6 Contractor shall notify CSD within 10 business days of issuance of a CPN or CPA, if Contractor is unable to fulfill its obligations under the new guidance;

SUBVENTION CONTRACT

- 1.5.3.7 That the parties' failure to execute a mutually acceptable amendment or CPN or CPA, as contemplated in subsection 1.5.3.5 and 1.5.3.6, in a reasonable period of time, shall result in this Contract being without force and effect subject only to such provisions contained herein as are intended to survive the Contract in accordance with the express and implied provisions of applicable federal and state law; and
- 1.5.3.8 That upon CSD's good faith determination, delivered to the Contractor by written notice that this Contract between the parties to any necessary amendment CPN, or CPA as contemplated in subsection 1.5.3.5 and 1.5.3.6 cannot be achieved, then this Contract shall be "closed out" and the funds disposed in accordance with established CSD procedure and policy and as required under federal and state law.
- 1.5.4 The federal and state laws, regulations and other authorities referenced in this Section are hereby incorporated by reference into this Contract. Copies may be accessed for reference at <https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx>.
- 1.5.5 Contract Elements Integral to Contract and Enforceability Conditions
 - 1.5.5.1 Contractor shall provide the following documents, satisfactory to CSD in form and substance, together with an executed copy of this Contract before CSD executes and returns the Contract to Contractor for implementation:
 - 1.5.5.1.1 Federal Funding Accountability and Transparency Act Report (CSD 279);
 - 1.5.5.1.2 Certification Regarding Lobbying/Disclosure of Lobbying Activities;
 - 1.5.5.1.3 Contractor Certification Clauses (CCC-04/2017);
 - 1.5.5.1.4 Current Insurance or Self-Insurance Authority Certification;
 - 1.5.5.1.5 Board Resolution authorizing execution of this Contract;
 - 1.5.5.1.6 Agency Local Plan (incorporated by referenced in Article 7.2);
 - 1.5.5.1.7 SLIHEAP Production Plan (CSD 622) (referenced in Article 5.7); and
 - 1.5.5.1.8 Agency Staff and Board Roster (CSD 188).

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- 1.5.5.2 All required forms must be completed by Contractor before CSD will execute the Contract and Contractor is authorized to commence work. CSD may execute this Contract pending its review and final approval of Contractor's submission, provided Contractor acts in good faith to rectify any outstanding issues associated with the documents submitted pursuant to Section 1.5.5.1. All documents submitted pursuant to Section 1.5.5.1 shall become part of this Contract.
- 1.5.6 Contractor's signature shall constitute a certification that to the best of Contractor's ability and knowledge it will, unless exempted, comply with the provisions set forth in Article 10, Section 10.1, "Certifications" of this Contract.

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ARTICLE 2 - CONTRACT ADMINISTRATION AND PROCEDURE

2.1 State Contracting Requirements – “General Terms and Conditions, GTC 04/2017”

In accordance with State contracting requirements, specified contracting terms and conditions are made a part of this Contract. The provisions in their entirety are found in Article 11 of this Contract and are fully binding on the parties in accordance with state law.

2.2 Contractor’s Option of Termination

2.2.1 Notwithstanding the provisions of Section 1.5.3, Contractor may, at Contractor’s sole option, elect to terminate this contract rather than adhere to the procedures set out in Section 1.5.3, should Contractor determine that any subsequent program guidance or proposed amendment to the contract is unjustifiably onerous or otherwise counter to Contractor’s legitimate business interests and ability to implement the Contract in an effective and reasonable manner, PROVIDED:

2.2.1.1 The notice of termination is in writing, delivered by U.S. Certified Mail, Return Receipt Requested, and will be effective 30 calendar days after receipt by CSD; and

2.2.1.2 The notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.

2.2.2 Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.

2.2.3 Contractor shall, within 60 calendar days of termination, close-out the contract in accordance with contractual close-out procedures.

2.2.4 CSD may at its option procure a temporary replacement provider, and may at its option, designate a permanent replacement provider for Contractor’s service area in accordance with federal and state law.

2.3 Budget Contingencies

2.3.1 Federal Budget Contingency

2.3.1.1 Because of uncertainty in the federal budget process, this Contract may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The obligations of the parties under this Contract

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are expressly contingent on adequate funding being made available to CSD by the United States government.

- 2.3.1.2 If federal funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Contract upon written notice to Contractor or, in the alternative, to offer an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract close-out obligations and final settlement.
 - 2.3.1.3 If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not in existence when this Contract was executed, this Contract shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations or conditions. Failure of the parties to reach an agreement on such amendment shall render this Contract without force and effect.
 - 2.3.1.4 Subject to the provisions of subsection 2.3.1.2, CSD shall authorize expenditures of funds under this Contract based on any Continuing Resolution appropriations that are adequate for the purpose. CSD shall notify the Contractor in writing of authorized interval funding levels.
- 2.3.2 State Budget Contingency
- 2.3.2.1 If funds are not appropriated for implementation of SLIHEAP through the State budget process or otherwise, whether in the current year and/or any subsequent year covered by this Contract, this Contract shall be of no further force and effect. Upon written notice to Contractor by CSD that no funds are available for contract implementation, the Contract shall be terminated, and CSD shall have no obligation to pay Contractor or to furnish other consideration under this Contract and Contractor shall not be obligated for performance.
 - 2.3.2.2 If program funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Contract upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract close-out obligations and final settlement.

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2.4 Miscellaneous Provisions

- 2.4.1 Assignment. Neither this Contract nor any of the rights, interests, or obligations under this Contract shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by CSD to another State agency. In the event of such transfer, this Contract is binding on the agency to which the program is assigned.
- 2.4.2 Merger/Entire Contract. This Contract (including the attachments, documents and instruments referred to in this Contract) constitutes the entire Contract and understanding of the parties with respect to the subject matter of this Contract and supersedes all prior understandings and contracts, whether written or oral, among the parties with respect to such subject matter.
- 2.4.3 Severability. If any provision of this Contract is found to be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Contract will not be in any way impaired and shall remain in full force and effect.
- 2.4.4 Notices. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:
- 2.4.4.1 To Contractor's address of record; and
- 2.4.4.2 To CSD at:
Department of Community Services and Development
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833
- 2.4.5 Executive Order N-6-22 – Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by U.S. government in response to Russia's actions in Ukraine, as well as any sanctions with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for terminations of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide written response. Termination shall be at the sole discretion of the State.

SUBVENTION CONTRACT**ADMINISTRATIVE REQUIREMENTS****ARTICLE 3 - CONTRACT CHANGES****3.1 Amendment**

- 3.1.1 Changes to this Contract shall be made by formal amendment with exceptions specified in Article 1 subsection 1.5.3 and in Section 3.2, below.
- 3.1.2 Contractor shall notify CSD in writing when any proposed amendment or change will significantly impact Contractor's Program Budget and/or Operations. CSD will afford Contractor a reasonable opportunity and sufficient time in which to phase-in the mandated change.

3.2 Minor Modifications

- 3.2.1 Contractor may request modifications to make minor adjustments during the contract term. Minor Modifications shall not affect the Maximum Amount payable under this Contract.
- 3.2.2 Minor Modifications shall not alter the maximum limits established for specific budget line items, e.g., administrative costs, Assurance 16, intake, outreach, and training and technical assistance costs, except as otherwise provided herein.
- 3.2.3 Allowable modifications to this Contract include the minor budget modifications and expenditure requirements, specified in Article 5.

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ARTICLE 4 - ADMINISTRATIVE POLICIES AND PROCEDURES

4.1 Board Roster, By Laws, Resolution, and Minutes

- 4.1.1 Contractor shall submit to CSD an Agency Staff and Board Roster form (CSD 188) listing the current Agency Staff and roster of members of its governing board, including contact information for each board member at a location other than the Contractor's offices, and the most recent version of the organizational bylaws. Contractor is responsible to notify CSD of any changes to the Executive Director, Program Manager, Chief Financial Officer and board roster within 30 calendar days of such occurrence.
- 4.1.2 Contractor's governing board must authorize the execution of this Contract. Contractor has the option of demonstrating such authority by the signature of a Board member, affixed to the signature page of this Contract, or by any lawful delegation of such authority that is consistent with Contractor's bylaws.
- 4.1.3 Where Contractor elects to delegate the signing authority to the chief executive officer or designated officials, CSD will accept either a resolution specific to this Contract or a resolution passed by the governing board that applies to any contract entered into by Contractor. Where Contractor provides a general resolution, Contractor shall maintain documentation that the chief executive officer provided timely and effective communication of the execution and terms of this Contract to the Board. Either a specific or current general resolution must be on file with CSD before execution of this Contract by CSD.
- 4.1.4 If the Contractor's board is both tripartite and advisory to the elected members governing a local government, the Contractor shall submit to CSD the approved minutes from any meeting of the elected officials where matters relating to this Contract are heard, including but not limited to discussions about or decisions affecting SLIHEAP. Such minutes shall be submitted to CSD no later than 30 calendar days after the related meeting.

4.2 Internal Controls Requirements

Contractor shall ensure the establishment and maintenance of a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall be attested to within the Contractor's independent audit conducted pursuant to this Contract and shall include:

- 4.2.1 Segregation of duties appropriate to safeguard state assets;

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- 4.2.2 Limited access to agency assets to authorized personnel who require these assets in the performance of their assigned duties;
- 4.2.3 Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures;
- 4.2.4 Established practices to be followed in the performance of duties and functions;
- 4.2.5 Personnel of a quality commensurate with their responsibilities; and
- 4.2.6 Effective internal reviews.

4.3 Record Retention Requirements

- 4.3.1 All records maintained by Contractor shall meet the requirements contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).
- 4.3.2 Contractor shall maintain all records pertaining to this Contract for a minimum period of three years after submission of the final report or until resolution of all related audit or monitoring findings, enforcement actions, including cost disallowance, legal proceedings or other pending matters, whichever is later.
- 4.3.3 Contractor shall retain and secure all employee and client/applicant records and information in compliance with the Federal Privacy Act of 1974, as amended (5 USC § 552a) and Information Practices Act of 1977, as amended. (Civ. Code §§ 1798 et seq.)
- 4.3.4 To the extent Contractor maintains records in an electronic format, Contractor shall ensure that all records are “backed-up” or copied, utilizing appropriate, secure technology and operational procedures in order to avoid unauthorized access, permanent loss or destruction, occasioned by theft, accident, willful acts or negligence, or by fire, flood, earthquake or other natural disaster.

4.4 Insurance and Fidelity Bond

- 4.4.1 General Requirements
 - 4.4.1.1 Contractor agrees that the required insurance policies and bonds, specified below, shall be in effect at all times during the term of this Contract.
 - 4.4.1.2 Contractor shall provide CSD with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Contract and, prior to any lapse or reduction in coverage, provide CSD with documentation, as specified in subsection

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4.4.1.3, showing substitute coverage has been obtained or alternative measures have been taken to ensure compliance with the requirements of this Contract.

- 4.4.1.3 In the event insurance coverage expires during the term of this Contract Contractor agrees to provide within 30 calendar days of the expiration date, a new Certificate of Insurance (ACORD 25) for not less than the remainder of the term of this Contract. The new Certificate of Insurance (ACORD 25) shall evidence no lapse in coverage. The Certificate of Insurance (ACORD 25) shall identify and name CSD as the Certificate Holder.
 - 4.4.1.4 New Certificates of Insurance are subject to review for content and form by CSD.
 - 4.4.1.5 In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, CSD may, in addition to any other remedies it may have, suspend this Contract.
 - 4.4.1.6 With the exception of workers' compensation and fidelity bond, CSD shall be named as an additional insured on all certificates of insurance required under this Contract.
 - 4.4.1.7 The issuance of other CSD contracts, as well as reimbursement payments, to the Contractor may be suspended until evidence of the required current insurance coverage has been submitted to CSD.
 - 4.4.1.8 Should Contractor utilize a subcontractor(s) to provide services under this Contract, Contractor shall indemnify and hold CSD harmless against any liability incurred by that subcontractor(s).
- 4.4.2 Self-Insurance
- 4.4.2.1 When Contractor is a self-insured governmental entity, CSD, upon receipt of satisfactory proof of the entity's self-insurance authority, may waive the insurance requirements. A duly authorized county or city risk manager shall provide signed certification of the governmental entity's ability to cover any potential losses under this Contract.
 - 4.4.2.2 Governmental contractors shall specify in writing a list of which coverage(s) will be self-insured under this Contract and shall list all applicable policy numbers, expiration dates, and coverage amounts for coverage which is not self-insured.
 - 4.4.2.3 If a governmental contractor's self-insurance coverage does not contain

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any changes from the prior year, CSD will accept a certified letter signed by authorized personnel, stating that no changes have occurred from the previous year. This letter is due at the time of contract execution or within 30 calendar days of coverage.

4.4.3 Workers' Compensation Insurance

4.4.3.1 During the term of this Contract Contractor shall maintain legally sufficient workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.

4.4.3.2 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD either a Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure, issued by the Director of the Department of Industrial Relations, as evidence of compliance with the workers' compensation insurance requirement.

4.4.4 Commercial or Government Crime Coverage (Fidelity Bond)

4.4.4.1 Contractor shall maintain commercial crime coverage. If Contractor is a public entity that elects to self-insure, Contractor shall make provision for adequate coverage to insure against crime risks. The commercial crime policy or government crime self-insurance coverage (hereinafter "fidelity bond") shall include the following coverage or the substantial equivalent: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud.

4.4.4.2 Contractor's fidelity bond coverage limits shall not be less than a minimum amount of 4% of the total contract amount, excluding Utility Services, as set forth under this Contract.

4.4.4.3 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25) as evidence of compliance with the fidelity bond requirement.

4.4.5 General Liability Insurance

4.4.5.1 Contractor shall maintain for the term of this Contract general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.

4.4.5.2 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured as evidence of

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compliance with general liability insurance requirements.

4.4.6 Vehicle Insurance

- 4.4.6.1 Contractor shall maintain for the term of this Contract vehicle insurance in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.
- 4.4.6.2 When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Contract non-owned and hired-auto liability insurance in the amount of \$500,000 for each person and each accident for bodily injury and \$500,000 for each person and each accident for property damage. Driving to and from work shall not be considered to be within the scope of employment.
- 4.4.6.3 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured, to CSD as evidence of compliance with the stated vehicle insurance requirements.

4.5 System Security Requirements

Contractor shall, in cooperation with CSD, institute measures, procedures, and protocols designed to ensure the security of data and to protect information in accordance with the Information Practices Act of 1977 (Civ. Code §§1798 et seq.), and such other State and Federal laws and regulations as may apply. In the event there are different system security standards that may be applied to this Article, Contractor shall endeavor to use the strictest security standard that complies with state and federal requirements. The parties hereto agree to the following requirements, obligations, and standards in accordance with regulations set in the State Administrative Manual (SAM) and Statewide Information Management Manual (SIMM):

4.5.1 Data Protection

- 4.5.1.1 Data exchanged between CSD and Contractor must be limited to the data fields included on Data Transfer Rules (DTR) documents posted at <https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx>. No personal financial information, e.g., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.
- 4.5.1.2 Access to the above-mentioned data included in the DTR must only be given to authorized personnel to complete essential duties. Authorized personnel are to log into these systems using their own assigned

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credentials (i.e., no login account sharing). Upon departure of personnel with assigned credentials, the Contractor will remove the employee's access to the systems as soon as possible.

4.5.1.3 To the extent Contractor utilizes tablet or other internet-based or mobile devices for client intake and application purposes ("Electronic Intake") in lieu of paper forms and documents, Contractor shall comply with all federal and state information security requirements and with such guidance and protocols as CSD may from time to time issue for the purpose of ensuring the integrity of Electronic Intake, including, but not limited to, the use of electronic signatures, data privacy, security, transfer, and retention requirements.

4.5.1.4 Data exchanged between CSD and Contractor via email communication must have all personally identifying information (PII) and other sensitive information redacted before the document is sent. Alternately, Contractor must encrypt any attachments that have sensitive data using encryption tools and configurations as required by CSD.

4.5.2 Contractor Systems Security

4.5.2.1 The physical location of the computing and data storage devices (e.g., servers) shall be within access-controlled facilities. Individual users may not have access to the data except through their systems that are specifically credentialed for Contractor business. All access will be controlled by authentication methods to validate the approved users.

4.5.2.2 Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption.

4.5.2.3 Both CSD and Contractor shall keep security patches and anti-virus and anti-malware software up to date on all systems on which data may be used.

4.5.2.4 Contractor shall securely destruct data by sanitizing media prior to disposal.

4.5.3 Trusted Behavior Expectations

CSD's application system and users shall protect Contractor's application system/data and the Contractor's application system and users shall protect CSD's application system/data in accordance with the Privacy Act of 1974 (5 USC § 552a), and Trade Secrets Act (18 USC § 1905), the Stored Communications Act (18 USC §§ 2701 et seq.). Technology and systems code and functionality are owned by the respective

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parties and may not be shared with anyone else or used without written consent of the owner.

4.5.4 Incident Reporting

Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall, within 24 hours of discovery, report to CSD's Information Security Office at ISO@csd.ca.gov any security incident contemplated herein. Examples include, but are not limited to, stolen or lost equipment, malware/ransomware detection, suspected hacking, etc. Contractor further agrees CSD shall have the right to participate in the investigation of a security incident involving CSD's data, and to cooperate fully with CSD and other relevant State entities during independent investigation of the security incident.

4.5.5 Audit Trail Responsibilities

Both parties are responsible for auditing application processes and user activities. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and actions taken by system administrators.

4.5.6 Data Sharing Responsibilities

Contractor shall ensure that all primary and delegated secondary organizations that share, exchange, or use personal, sensitive, or confidential data, pursuant to this Contract and subcontracts issued by Contractor, shall adhere to these security requirements and applicable state and federal law, in addition to further data sharing guidance as may be issued by CSD during the term of this Contract. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

4.5.7 Security Assessment

Contractor shall work with CSD to develop a Memorandum of Understanding (MOU) to further clarify privacy and information security requirements for ensuring the security of personal information of SLIHEAP participants and technology systems supporting program administration and service delivery. In addition, the MOU will specify security requirements for Contractor information technology systems storing and transmitting personal information of program participants, to include specific security assessments and audits of Contractor systems that interconnect with CSD in accordance with federal and state requirements.

4.6 Travel and per diem

4.6.1 Contractor shall not be reimbursed for out-of-state travel. Contractor's employee

Article 4 – Administrative Policies and Procedures

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travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements and are subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75, including 45 CFR § 75.474).

- 4.6.2 In the absence of a written travel reimbursement policy, Contractor shall receive reimbursement rates not to exceed federal per diem limits.

4.7 Conflict of Interest

- 4.7.1 Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to sub-contracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.
- 4.7.2 Contractor shall not pay Federal funds received from CSD to any entity in which it or one of its employees, officers, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75, including 45 CFR §§ 75.112 & 75.327).
- 4.7.3 Contractor shall ensure that its employees and the officers of its governing body do not engage in actual or potential conflicts of interest and that no officer or employee who has responsibility for any activity or function with respect to SLIHEAP and the implementation of this Contract shall have any personal financial interest in such activity or function or otherwise personally benefit or gain from the activity or function.
- 4.7.4 Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

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Contractor shall not provide SLIHEAP benefits in situations where an actual or perceived conflict of interest exists, unless the activity is explicitly allowed under Contractor's conflict of interest policies and procedures that are compliant with federal requirements.

4.8 Procurement Standards

4.8.1 Contract Administration

- 4.8.1.1 Maintenance of written procurement procedures. Contractor shall administer this Contract in accordance with all federal and state rules and regulations governing LIHEAP block grants pertaining to procurement, including the Code of Federal Regulations' Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards and amendments thereto, consistent with the general Code of Federal Regulations compliance requirement in Section 1.5, Article 1 of this Contract 45 CFR Part 75, and pursuant to [CPA-A-12-01](#). Contractor shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75) or any subsequent amendments to these standards, and the applicable provisions in this Contract, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.
- 4.8.1.2 Eligible Bidders. Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall only award a subcontract to the bidder or offer or whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors relevant to the procurement. Contractor's solicitations shall clearly set forth all requirements that the bidder or offer or must fulfill in order for the bid or offer to be adequately and fairly evaluated by the recipient.
- 4.8.1.3 All supplies, materials, equipment, or services purchased or leased with funds provided pursuant to this Contract shall be used solely for the activities allowed under this Contract, unless the fair market value for such use is charged to the benefiting program and treated as program income

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earned under this Contract.

- 4.8.1.4 Contractor shall provide for an open and free competition, to include a cost analysis, in accordance with federal and state law, for the procurement of materials, supplies, equipment, or services.
- 4.8.1.5 Non-Competitive bid justification. If a service or product is of a unique nature, is in response to a public exigency or emergency, or more than one potential vendor/provider cannot reasonably be identified, Contractor shall document adequate justification for the absence of competitive bidding. “Adequate justification” must include but is not limited to:
 - 4.8.1.5.1 Explanation of why the acquisition of goods or services is limited to one vendor or supplier;
 - 4.8.1.5.2 Description of sole vendor/supplier’s unique qualifications to provide the goods or services in question; and
 - 4.8.1.5.3 Analysis of cost(s) to demonstrate reasonability.
- 4.8.1.6 In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintaining adequate procurement records demonstrating compliance with Federal and State requirements.
- 4.8.1.7 Noncompliance with any of the provisions in this section may result in a disallowance of costs related to the procurement transaction.

4.9 Use and Disposition of Vehicles and Equipment

- 4.9.1 To ensure compliance with the requirements for vehicles and equipment, Contractor shall comply with Uniform Administrative Requirement, Cost Principles, and Audit Requirements for HHS Awards governing the acquisition of equipment with federal funds set forth in 45 CFR Part 75 (including 45 CFR §§ 75.320 & 75.439).

To ensure compliance with the requirements for equipment, vehicles, and the maintenance of equipment and vehicle records, Contractor shall adhere to [CPN-A 17-01](#) or as revised. Contractor shall include information relevant to any purchase/lease pre-approval documented in the CSD 558 submitted to, and approved by, CSD, including the date the request was sent to CSD, the item(s) requested, and date of CSD approval in Contractor’s property records.

- 4.9.2 Contractor shall provide the information specified in [CPN-A-17-01](#), including any supporting documents, to CSD upon request.
- 4.9.3 Limitation on Use of Funds. Contractor shall assure that funds received under this

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Contract shall not be used for the purchase or improvement of land or for the purchase, construction, or permanent improvement of any building or other facility other than low-income weatherization or energy-related home repairs.

4.10 Subcontracts

- 4.10.1 Contractor may enter into subcontract(s) to provide services pursuant to this Contract in the service area(s) specified in Section 1.2 of Article 1. Subcontracts must require that parties comply with all applicable provisions of this Contract. Such requirement shall not relieve Contractor from any performance obligation created herein, nor from liability for a subcontractor's failure of performance.
- 4.10.2 If Contractor elects to subcontract for services, the Contractor's Board authorization and approval must be obtained and communicated to CSD in writing together with notice of execution of the subcontract as provided in Section 4.10.3. Contractor's Board, through a resolution or other official documentation, may elect to delegate the signing authority for the approval of subcontractors to the Chief Executive Officer or designated authority unless such delegation is set forth in the bylaws of the agency and a copy of the provision is communicated to CSD.
- 4.10.3 Within 60 calendar days of the execution of any subcontract, Contractor shall provide written notification to CSD of the execution of the subcontract as well as identifying information, to include the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed by the subcontractor.
- 4.10.4 Notification of subcontract execution shall contain certification by Contractor that to the best of Contractor's knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information available at <https://www.sam.gov/SAM/pages/public/index.jsf>.
- 4.10.5 If CSD determines that Contractor has executed a subcontract with an individual or entity listed as disbarred, suspended, or otherwise ineligible on the Excluded Parties List System as of the effective date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.
- 4.10.6 Contractor must ensure that funds expended pursuant to this Contract are allowable and allocable. Contractor must adopt fiscal control and accounting procedures sufficient to enable the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Contract. Contractor shall ensure that any subcontracts under this Contract contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by

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- periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).
- 4.10.7 Contractor shall notify subcontractor(s) in writing within five business days of such action in the event CSD suspends, terminates, and/or makes changes to services to be performed that materially alter the obligation of the subcontractor under this Contract.
- 4.10.8 Contractor is liable for the failure of performance of the terms, conditions, assurances, and certifications of this Contract, without recourse against CSD over matters involving subcontracts entered into for the implementation of this Contract, including but not limited to disputes, claims, or other legal action for breach of contract, negligence, torts, or criminal acts and other misconduct.
- 4.10.9 Nothing in this Contract creates or implies a contractual relationship between CSD and any subcontractor or creates any obligation by CSD to any subcontractor. Contractor is liable to CSD for damages to CSD for the acts and omissions of its subcontractors that occur in connection with the implementation of this Contract. Contractor's obligation to pay its subcontractors is independent of any obligation of CSD to pay Contractor, and Contractor shall not represent to subcontractors any such obligation of CSD to pay or ensure payments to subcontractors.
- 4.10.10 All subcontractors shall be subject to applicable training requirements and shall maintain records of completion and certification in accordance with record-keeping provisions in this Contract. In addition, subcontractors whose training is provided at Contractor's expense will be subject to a retention contract, as indicated in Section 9.1.4.

4.11 Complaint Management Policies and Procedures

- 4.11.1 Contractor shall establish and maintain policies and procedures for handling complaints and provide applicants an opportunity to register a complaint based on their experience with attempts to obtain services under SLIHEAP. The policies and procedures shall be in writing and Contractor shall provide the complaint process to interested individuals upon request.
- 4.11.2 Contractor shall ensure that all formal complaints are documented and include the date, time, client name and address, and nature of the complaint and the actions undertaken by the Contractor to resolve the issue. For purposes of this section, "formal complaint" means a written complaint filed with the Contractor by the complainant.
- 4.11.3 If the Contractor's efforts did not result in a resolution, the Contractor may refer the

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applicant or client to CSD. The Contractor shall contact CSD and explain the issue, actions taken to resolve the issue, and provide CSD with all supporting documentation that indicates the nature and extent of Contractor's effort to resolve the issue.

- 4.11.4 CSD shall immediately be notified if the Contractor has reason to believe that the complainant will contact the media, a State or Federal oversight agency, or the Governor's Office regarding the complaint.

4.12 Fair Hearing Process for Applications for Denial of Benefits by Contractor

- 4.12.1 Contractor shall establish a written appeals process to enable applicants who are denied benefits or services, or who receive untimely response or unsatisfactory performance, the right to appeal the decision or performance to the Contractor. Contractor's process shall include, at a minimum, all of the requirements of 22 CCR § 100805 (b) plus:

4.12.1.1 Provisions that ensure that each applicant is notified in writing of the right to appeal a denial of or untimely response to an application, or to appeal unsatisfactory performance. At the time the applicant applies for services, applicant shall be informed of appeal rights and appeal procedures, to include the right to appeal to both the Contractor and to CSD;

4.12.1.2 Provisions that ensure that Contractor will make a good faith effort to resolve each appeal;

4.12.1.3 Provisions that ensure that Contractor shall notify the applicant in writing of the Contractor's final decision within 15 business days after the appeal is requested. If the appeal is denied, the written notification shall include instructions on how to appeal the decision to CSD. Whenever Contractor notifies an applicant of a denial of an appeal, Contractor shall at the same time provide a copy of the final decision to the Manager of CSD's Energy Services Division; and

4.12.1.4 Provisions to track information on denials and appeals.

- 4.12.2 Upon receipt of an applicant's appeal of a Contractor's denial of benefits or services, CSD may conduct a hearing in accordance with established procedures. CSD's decision following the appeal and hearing shall be final.

4.13 Fraud, Waste, and Abuse

- 4.13.1 Contractor shall submit a written report to CSD within 30 calendar days of discovery of incidents and activities, or suspected incidents and activities, involving fraud, waste, and abuse of SLIHEAP funds by Contractor's employees, subcontractors,

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clients, or other parties affiliated with Contractor. Incidents and activities subject to reporting under this section include, but are not limited to, criminal acts and other violations of law constituting a misuse of funds that could result in cost disallowance. Contractor shall inform CSD within 30 calendar days of any reports or complaints submitted to law enforcement officials by Contractor, Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor, concerning the misuse of SLIHEAP funds.

- 4.13.2 Contractor shall provide employees, subcontractors, clients, and other parties affiliated with the Contractor the information necessary to report fraud, waste, and abuse to the U.S. Department of Health and Human Services Office of Inspector General Fraud hotline.

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FINANCIAL REQUIREMENTS

ARTICLE 5 - ADMINISTRATIVE AND PROGRAM EXPENDITURES REQUIREMENTS

5.1 Budget Guidelines

5.1.1 Budget and Allocation Forms

- 5.1.1.1 Upon execution of this Contract, CSD shall release the 2022 SLIHEAP allocation as reflected in the allocation spreadsheet.
- 5.1.1.2 If the SLIHEAP grant award is yet to be determined and CSD must fund this Contract based on Continuing Resolution appropriations, CSD shall amend the Contract and update the allocation spreadsheet to reflect the Final allocation.

5.1.2 Minor Modifications

If Contractor intends to request a minor modification to this Contract, Contractor shall submit a Request for Amendment/Modification Energy (CSD 509), by completing a CSD 509 with a justification supporting the fund transfer or change request. Contractor may submit the signed request for amendment/modification to CSD via email, fax, or hard copy with signature via Mail.

Minor modifications which Contractor may propose for approval by CSD include the following:

- 5.1.2.1 Transferring funds to increase or decrease the Utility Assistance total allocation within Service Territories;
- 5.1.2.2 Transferring funds to increase or decrease the WPO total allocation (ECIP WPO or HEAP WPO);
- 5.1.2.3 Fund Transfer in Service Territory with Multi-Service Areas

If Contractor transfers funds from Administrative, Intake, Outreach, and other Support costs to WPO/Utility Assistance for a specific service area, then later transfer funds from the remaining service areas to replenish the Administrative, Intake, Outreach, or other Support costs such transfer of funds should not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

Subsequent transfer of funds to replenish the Support line(s) with Utility

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Assistance funds shall be limited to fund transfer from Service Area(s) that benefited from the preceding transfer.

5.2 Utility Assistance Expenditure Requirements

5.2.1 The Utility Assistance portion of Contractor's grant shall be retained by CSD to enable CSD to make direct utility assistance payments to clients and/or to utility companies. Contractor's Administrative and Assurance 16 budget line item shall be based on Contractor's total allocation, including Utility Assistance.

5.2.1.1 Energy Crisis Intervention Program (ECIP): Electric and Gas (Fast Track)

The total amount allocated to the ECIP Fast Track Program shall be administered by Contractor in accordance with the terms of this Contract, with payments to recipients issued by CSD.

5.2.1.2 Home Energy Assistance Program (HEAP): Electric and Gas Allocation

The total amount allocated to the HEAP Electric and Gas Program shall be administered by Contractor in accordance with the terms of this Contract, with payments to recipients issued by CSD.

5.2.2 ECIP Payments - Electric and Gas (Fast Track)

Payment for applicant's electric and/or gas energy bills shall be made by CSD directly to the utility company or in the form of a dual-party warrant, payable to the applicant and the utility company. All payments shall be deducted from Contractor's Utility Assistance allocation.

5.2.3 HEAP Payments - Electric and Gas

Payment for applicant's electric and/or gas energy bills shall be made by CSD directly to the utility company or in the form of either a dual-party warrant, payable to the applicant and utility company; or, in the case where the cost of energy is included in applicant's rent, a single-party warrant shall be issued, payable to the applicant. All payments shall be deducted from Contractor's Utility Assistance allocation.

5.3 Working Capital Advance and Major Purchase Advances

5.3.1 Working Capital Advance (WCA)

Contractor may, in accordance with applicable law, receive WCA payments of allowable program costs per this Contract, provided Contractor complies with the provisions of this section and guidance issued by CSD as is needed to implement this section. In order to receive a WCA, Contractor's financial management systems shall

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be compliant with the provisions of this Contract, WCA Requirements, applicable CPNs and CPAs, and the standards for fund control and accountability as established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

5.3.1.1 WCA Requirements include the following standards:

- 5.3.1.1.1 The WCA shall be for the minimum amounts necessary, timed in accordance with Contractor's immediate cash requirements, which will enable Contractor to carry out the purposes of this Contract;
- 5.3.1.1.2 WCA Requirements issued by CSD to Contractor, while conforming to the requirements of this Section 5.3.1, shall take into account the practical requirements and limitations of efficient administration and the effective implementation of this Contract by both Contractor and the CSD;
- 5.3.1.1.3 Interest on Advances. Contractor shall deposit all advances in an interest-bearing account. Interest earned, up to \$500 per year, may be retained by Contractor for administrative expenses. The account shall be sufficiently segregated to enable the tracking and accounting of WCA funds issued by CSD. Any interest earned on SLIHEAP advances shall be accounted for and expended pursuant to 2 CFR § 200.305(b)(9) (45 CFR § 75.305(b)(9)); and
- 5.3.1.1.4 Non-advance Payments and Offsets. If Contractor elects not to request a WCA, payment for allowable expenses under this Contract shall be made upon approval by CSD of Contractor's monthly Expenditure Activity Report. If Contractor owes CSD any outstanding balances for overpayments under any contract, current or previous, the balance may be offset, based on arrangements made with the Contractor.

- 5.3.1.2 Contractor shall adhere to the WCA Requirements outlined in [CPN-E-19-001](#), which is available online at:
<https://agencies.csd.ca.gov/home/Energy/Pages/CPNCPA-Energy.aspx>.

5.3.2 WCA Limits

Pursuant to 22 CCR § 100840 (a) the total amount advanced to Contractor at any time, in the form of a WCA, shall not exceed 25% of Contractor's total contract amount, excluding the Utility Assistance allocation amount. If the WCA request exceeds the remaining balance, then CSD shall only provide Contractor with the

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amount of the remaining balance. Advance amounts repaid by Contractor may be replaced by additional advances at any time as allowed in this Section 5.3 and corresponding guidance.

5.4 Program Income

5.4.1 Contractor shall maintain records of the receipt and disposition of all “program income” defined in 22 CCR § 100855(c) and pursuant to [CPN-A-18-01](#), as income that is generated or earned as a result of SLIHEAP activities.

5.4.2 Determining Net Program Income

5.4.2.1 Except as provided below in Section 5.4.2.2, any costs Contractor incurs in generating program income may be deducted from gross program income to determine net program income.

5.4.2.2 Contractor shall not deduct from gross program income any allowable program expenses for which Contractor has been, or will be, reimbursed from the SLIHEAP grant award.

5.4.3 Expenditure, Reporting, and Rollover of Program Income

5.4.3.1 Program income must be expended in accordance with the requirements for expenditure of regular SLIHEAP funds, for allowable program purposes.

5.4.3.2 Contractor may expend program income during the term of this Contract. Contractor shall report all such expenditures, along with remaining unexpended program income, at the close-out of this Contract or at such other time(s) as CSD reasonably requires.

5.4.3.3 Contractor’s unexpended program income at the close-out of this Contract shall roll over to subsequent SLIHEAP contract(s).

5.4.3.4 If Contractor has generated program income with leveraged funding source(s) in addition to SLIHEAP, the SLIHEAP portion of rollover program income must be tracked by Contractor and can be used for allowable SLIHEAP expenditures.

5.5 Wood, Propane and Oil Returned Payments

5.5.1 Contractor shall maintain a tracking-log of returned payments for services provided. Returned payments must not be entered into the Expenditure Activity Reporting System (EARS) or CSD’s Combined Outcome Reporting Engine (CORE). Upon receipt of the returned payment Contractor shall make the following attempts to

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contact client:

5.5.1.1 Make every reasonable attempt to contact client within five business days of receiving the returned payment during the contract term. The following shall constitute a reasonable effort and be maintained in the client file:

5.5.1.1.1 One phone call attempt stating the client has the option to reclaim the returned payment and provide Contractor with the updated vendor information to reissue the returned payment amount; or

5.5.1.1.2 One letter to the client stating the option to reclaim the repayment and provide Contractor with the updated vendor information to reissue the returned payment amount.

5.5.1.2 Hold the returned payment for the client for 10 business days_subsequent to all attempts to contact the client.

5.5.1.3 If the client does not contact Contractor within the above time frames the returned payment shall be added to the current WPO allocation tracking log.

5.5.1.4 If Contractor is unable to identify the client of the returned payment the payment can be added to the current WPO allocation tracking log.

5.5.2 Contractor may expend returned payments on WPO services during the term of this Contract. Contractor shall report all such expenditures, along with remaining unexpended returned payments, at the close-out of this Contract or at such other time(s) as CSD reasonably requires.

5.5.3 Contractor's unexpended returned payments at the close-out of this Contract shall be returned to CSD.

5.5.4 Returned payments received after the close-out of the contract shall be promptly returned to CSD.

5.5.5 If Contractor is unable to determine whether the returned payment is funded from the current contract, the returned payment shall be promptly returned to CSD.

5.6 Allowable Costs

5.6.1 Cost Reporting

5.6.1.1 All costs shall be reported using a "modified accrual" or "accrual" method of accounting.

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- 5.6.1.2 Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs.
- 5.6.1.3 Contractor shall report all expenditures at actual cost and shall maintain records and source documentation in such a manner as to substantiate all costs reported.
- 5.6.2 Administrative
 - 5.6.2.1 General
 - 5.6.2.1.1 Administrative costs shall not exceed the amounts as set forth in allocation spreadsheet.
 - 5.6.2.1.2 Administrative Costs shall mean actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, as well as for facilities, utilities, equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program.
 - 5.6.2.2 Contractor shall use Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75) as a guide for determining administrative costs.
 - 5.6.2.3 Contractor's acquisition costs shall not exceed \$10,000 per unit cost.
- 5.6.3 Program Costs
 - 5.6.3.1 General

Program costs are all allowable costs other than Administrative Costs. Program costs include those actual costs that are directly attributable to the performance of this Contract and that are reasonable and necessary as determined by CSD for the purpose of delivering services.
 - 5.6.3.2 Assurance 16

Assurance 16 costs shall not exceed the total amount set forth in the allocation spreadsheet.

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5.6.3.3 Intake

Intake shall be allocated at 8% of the ECIP/HEAP and Utility Assistance Budgets based on the total Contract allocation as set forth in the allocation spreadsheet. Reimbursement shall not exceed these limits and shall be reimbursed at actual cost. Intake in excess of 8% may be charged as an administrative cost not to exceed allowable administrative cost maximum.

5.6.3.4 Outreach

Outreach shall be allocated at 5% each of the ECIP/HEAP and Utility Assistance budgets based on the total Contract allocation as set forth in the allocation spreadsheet. Reimbursement shall not exceed these limits and shall be reimbursed at actual cost.

5.6.3.5 Training and Technical Assistance

Training and technical assistance shall be allocated up to 2% of the total ECIP/HEAP allocation based on the total contract allocation as set forth in the allocation spreadsheet. Training and technical assistance shall not exceed these limits and shall be reimbursed at actual cost.

5.6.3.5.1 If Contractor determines that an increase in the allowable allocation for training and technical assistance is needed to cover the cost of the software database collection system or related automation training as specified below, then Contractor must submit a request to, and obtain prior approval from, CSD.

5.6.3.5.2 Associated training and technical assistance costs may include costs related to travel, admission, materials, and actual salaries/wages.

5.6.3.5.3 Training may include, but is not limited to, internal contractor training, software database collection system or other forms of training to aid in the development and skill of staff in utilizing and supporting internal program automation systems, related workshops sponsored by utility companies, or CSD training. CSD training may include Local Service Provider's Meetings and Association of California Community and Energy Services Roundtable Meetings, and/or other organizations offering a component of WPO or Utility Assistance training, and/or is necessary to carry out the direct delivery of services.

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5.6.3.6 Acquisition Costs

5.6.3.6.1 Minor Equipment Less Than \$10,000 – Acquisition Costs.

Minor Equipment costs under \$10,000 per unit must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

5.6.3.6.2 Acquisition costs shall not exceed \$10,000 per unit cost.

5.6.3.7 Liability Insurance

Liability Insurance shall mean those actual costs allocated for insurance bonds, general liability, vehicle insurance, and pollution occurrence insurance (if applicable).

5.6.3.8 General Operating Costs

General Operating Costs may be charged to the program and are for costs that are directly allocable to those activities defined as related facilities, office and computer equipment, office supplies, telephone, travel, and materials and activities to prevent exposure related to COVID-19 as allowable program costs.

5.6.3.9 Automation Costs

5.6.3.9.1 Contractor can expend funds to the Automation Costs (AC) in an amount not to exceed \$50,000, to be used to meet contract program startup requirements such as IT automation needs to comply with updated or new Expenditure Activity Reporting System, Core (“CSD System”) requirements or contractual reporting requirements programmatic in nature, related to CSD System IT expenses, and with ongoing programmatic IT expenses. AC funds are not limited exclusively to CSD System-related IT expenditures, but any IT expense related to CSD System costs incurred including necessary training on upgrades to Contractor’s system.

5.6.3.9.2 If Contractor expended funds in a prior year for a system and now wants to purchase a new system with AC funds, Contractor must utilize unrestricted funds and bear the full cost of the conversion to such an alternative system. Contractor may be granted a variance from this requirement provided Contractor’s AC plan is appropriately revised and CSD gives its written approval of the plan and request for variance.

5.6.3.9.3 Contractor shall report all automation and IT expenditures

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related to compliance with the reporting requirements under this Contract in the Automation Costs line item. Such expenditures may include, but is not limited to, computer and IT equipment; approved front-end database acquisition and ongoing subscription costs; IT security implementation costs; and IT systems training. All costs reported in this line item must be directly related to program functions. IT costs related to administrative functions shall be reported as administrative costs pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards (45 CFR Part 75).

- 5.6.3.9.4 Contractors with multiple SLIHEAP contracts for the same contract year are limited to reimbursement up to \$50,000 per contract. Contractor shall allocate costs among contracts when permitted and may not charge the same costs to more than one contract.
- 5.6.3.9.5 CSD System-related IT costs charged to the AC shall be submitted for reimbursement in accordance with CSD's normal reporting and accounting procedures.
- 5.6.3.9.6 CSD System-related IT costs that exceed the maximum AC amount of \$50,000 may not be reimbursed by CSD.
- 5.6.3.9.7 Contractors that remain in contract with their front-end vendor are not required to conduct a procurement for ongoing maintenance, updates or process improvements performed by the front-end vendor.
- 5.6.3.9.8 Upon approval by CSD, Contractor may procure, from CAP 60 ©, Hancock™ or ServTraq©, a new automated reporting system with supplemental functionality beyond basic CSD System reporting requirements. The following provisions apply to CAP 60 ©, Hancock™ and ServTraq© System Users:
 - 5.6.3.9.8.1 If Contractor elects to procure a new automated IT reporting system, it is the Contractor's obligation to ensure that the system procured is fully compliant with CSD System requirements. CSD's responsibility is limited to providing Contractor or its vendor with the applicable system specifications, interface and security protocols;
 - 5.6.3.9.8.2 If Contractor expended funds in a prior year for a system and now wants to purchase a new system with AC funds, Contractor must utilize unrestricted funds, to bear the full cost of the conversion to such an alternative system. Similarly, Contractor may not use future annual AC funding for such conversion. Any alteration to this provision requires prior written approval from CSD and must include the submission

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- of a revised AC plan; and
- 5.6.3.9.8.3 Systems and services procured by Contractor in order to obtain and implement CAP 60 ©, Hancock™ or ServTraq© system shall be conducted in compliance with Contractor's procurement policy and with all applicable SLIHEAP contract requirements and the provisions of federal and state law. Contractor may, at Contractor's option, participate in a consortium of local service providers to procure jointly an automated reporting system from CAP 60 ©, Hancock™ or ServTraq©, provided Contractor's procurement policy is not violated in such a manner as to render the process flawed or unfair. Contractor may rely on any local service provider subject to this Amendment to conduct the procurement on Contractor's behalf provided, however, that: 1) Contractor shall not be absolved from fulfilling applicable procurement obligations and requirements; 2) Contractor shall review all pertinent procurement documentation for sufficiency; and 3) make such documentation available to CSD upon request.

5.7 Service Area Expenditures Requirements

- 5.7.1 For purposes of this section the following definitions apply:

“Service Area” means the geographical area for which Contractor receives a discrete grant allocation, whether in a contract pertaining to that geographical area alone, or in a contract covering multiple geographical areas, as for example, multiple counties.

“Service Territory” means the totality of Contractor's Service Area(s), whether: 1) a single county; 2) a portion of a single county; 3) multiple counties; or 4) a single county in combination with a portion of another county. Accordingly, the single Service Area or combined Service Areas for which Contractor provides services constitutes Contractor's Service Territory.

“Target Allocation” means the sum of money from the SLIHEAP state grant designated by CSD for expenditure in a designated Service Area.

“Target Service Area” means the service area for which a grant allocation has been designated on the SLIHEAP Allocation Spreadsheet attached to this Contract.

- 5.7.2 This section shall apply to Contractor if any of the following pertain:

- 5.7.2.1 This Contract involves funding for SLIHEAP services provided by

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Contractor in multiple Service Areas;

- 5.7.2.2 Contractor provides only some of the SLIHEAP services in multiple Service Areas under the terms of this Contract; or
- 5.7.2.3 Some combination of 5.7.2.1 and 5.7.2.2 above.
- 5.7.3 The Target Allocation(s) specified in this Contract shall be used either: a) to provide services within the geographical boundaries of Target Service Area(s) to which the allocation applies; or b) on behalf of the recipients of benefits who reside within the Target Service Area(s), thereby ensuring that the low-income persons in each Target Service Area receive their appropriate share of the grant award and that program funds designated for a particular Target Service Area are not expended for services in another Service Area without good cause.
 - 5.7.3.1 Contractor is required to expend at least 90% of the applicable Target Allocation(s) in each Target Service Area(s).
 - 5.7.3.2 Contractor shall, as requested by CSD, submit a SLIHEAP Production Plan estimating the number of households served by the designated allocation for each Target Service Area, , identify service needs in Target Service Areas and track expenditures.
 - 5.7.3.3 At the time of close-out, Contractor shall submit a report comparing Contractor's production estimates, by Service Area, to actual expenditures, what lessons were learned, and what changes in operations are anticipated in coming years.
- 5.7.4 Notwithstanding the provisions of Section 5.7.3, Contractor is authorized under the terms of this Contract to combine the Administrative, Intake, Outreach, Assurance 16, and other program support costs, including liability insurance, workers' compensation, and general operating portion of grant allocations for multiple Service Areas for purposes of efficiency and effective contract implementation, provided such combining of funds does not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

5.8 Reimbursement Guidelines

5.8.1 Claims for Reimbursement

Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs. Contractor shall report actual costs incurred for actual expenditures up to any applicable maximum amounts set by this Contract.

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5.8.2 Assurance 16

5.8.2.1 Assurance 16 costs and its related services include those actual costs that are directly attributable to the performance of this Contract and that are reasonable and necessary as determined by the CSD for the purpose of delivering services. Assurance 16 costs shall include needs assessment, client education, budget counseling, and coordination with utility companies.

5.8.2.2 Contractor may claim Assurance 16 costs for client education only once when LIHEAP, DOE and other CSD Program funds and services are provided concurrently for the same applicant.

5.8.3 Wood, Propane, and Oil Assistance

5.8.3.1 HEAP WPO

Contractor may claim reimbursement for HEAP WPO expenditures and activities expenditures as required in accordance with the terms of this Contract.

5.8.3.2 ECIP WPO

Contractor may claim reimbursement for ECIP WPO expenditures as required in accordance with the terms of this Contract.

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ARTICLE 6 - REPORTING POLICIES AND PROCEDURES

6.1 Reporting Requirements

6.1.1 General

6.1.1.1 Contractor shall request reimbursement for expenditures associated with all Contract activities (excluding ECIP Fast Track and HEAP Electric and Gas) by reporting in the EARS, in accordance with [CPN-E-19-002](#); Energy Policies and Procedures, which is available online at: <https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx>.

6.1.1.1.1 Expenditures for Admin, Assurance 16, Intake, ECIP WPO, HEAP WPO, and EHA-16 program costs shall be reimbursed through the SLIHEAP Monthly EHA 16 Expenditure Activity Report via EARS.

6.1.1.1.2 Contractor shall submit adjustments in accordance with [CPN-E-19-002](#).

6.1.1.1.3 Payment to Contractor for any given month shall be contingent upon receipt and approval by CSD of the preceding monthly submission.

6.1.1.2 Contractor shall submit client details electronically to CORE for ECIP Fast Track, HEAP Electric and Gas, ECIP WPO, and HEAP WPO.

Contractor shall submit to CORE, applications that have received a pledge for ECIP Fast Track or HEAP Electric and Gas to CORE, within the timeframe specified in the Direct Pay Utility Pledge Timeframe document located on the contract page of the CSD Local Agencies Portal.

6.1.1.3 Contractor shall submit requested client files, records, and documents to the File Transfer Protocol (FTP) Server as requested by CSD. CSD shall use Contractor submitted documents to perform an in-house desk review to verify compliance with financial, administrative, and programmatic requirements.

6.1.1.4 Reporting System Requirements

6.1.1.4.1 CSD will provide Contractor with specifications of minor IT reporting changes or other minor changes, and upon receipt of the specifications, Contractor shall implement system changes in their local system within 30 calendar days. Minor changes are those that are routine in nature to begin performance under

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the Contract such as but not limited to adjustments to the Expenditure Activity Report layout, adding or deleting measures and adjusting eligibility guidelines.

6.1.1.4.2 Major reporting changes, upon receipt of the specifications, shall be implemented in Contractor's local system as negotiated by CSD. Major IT system changes are those changes made to the business rule validations as listed in the most current Utility and Water Assistance Data Transfer Business Rules. The most current Utility and Water Assistance Data Transfer Business Rules are located on the CSD Local Agencies Portal on the System Specification website page.

6.1.2 CSD Review and Approval of Reports

6.1.2.1 CSD shall review and approve Contractor's monthly reimbursement/activity reports before offsets to advances or reimbursement payments are issued. CSD will conduct an ongoing evaluation of Contractor's performance related to program and fiscal operations and its demonstrated ability to effectively utilize all funds available under this Contract.

6.1.2.2 The issuance of other CSD contracts, including reimbursement payments to the Contractor, shall be contingent upon timely receipt of the required reports and/or compliance with the material requirements of this Contract.

6.1.3 Close-out Report

6.1.3.1 Contractor shall submit on appropriate CSD forms, a close-out report, verifying all actual, allowable, and allocable costs earned during the term of this Contract and return all excess reimbursement and unexpended funds to CSD within 90 calendar days of the expiration of this Contract. If Contractor fully expends funds prior to the end of the contract term, all appropriate CSD close-out forms shall be submitted within 90 calendar days of final expenditure.

6.1.3.1.1 Administrative costs, outreach, intake, Assurance 16, Training and Technical Assistance shall not exceed the maximum allowable amounts.

6.1.3.1.2 Administrative and Assurance 16 costs shall remain proportionate to the cumulative allowable program expenditures for WPO and Utility Assistance. Any Administrative and Assurance 16 costs that exceed these limits shall be disallowed.

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- 6.1.3.1.3 Subsequent payments, including advance payments, for SLIHEAP or other CSD contracts may be withheld, absent timely receipt of the close-out report of this Contract.
- 6.1.3.2 The issuance of other CSD contracts, and reimbursement and advance payments for existing contracts, may be withheld, absent receipt of the close-out report which is due no later than 90 calendar days after Contractor fully expends or the end of the Contract term.
- 6.1.3.3 The close-out report shall include the following:
 - 6.1.3.3.1 Close-out checklist with authorized signature (CSD 733);
 - 6.1.3.3.2 Interest and Program Income Earned Reconciliation Report (CSD 733F);
 - 6.1.3.3.3 Report comparing production estimates, by Service Area, to actual expenditures, what lessons were learned, and what changes in operations and service delivery are anticipated in coming years; and
 - 6.1.3.3.4 Equipment Inventory Schedule (CSD 733G).
- 6.1.3.4 Interest and Program Income-Earned

Contractor shall use a CSD 733F, SLIHEAP Interest and Program Income Earned Close-out Reconciliation, to report actual costs and/or interest income earned and expended. Pursuant to 22 CCR § 100855 and in accordance with [CPN-A-18-01](#) Program Income, program income earned and expended are subject to the expenditure and reimbursement guidelines for the program year in which expenditures occurred.

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PROGRAMMATIC REQUIREMENTS

ARTICLE 7 - PROGRAM POLICIES AND PROCEDURES

7.1 Program Standards and Regulatory Requirements

7.1.1 Program Standards

7.1.1.1 Contractor shall adhere to all CSD program standards pursuant to the following documents which have been incorporated by reference and made part of this Contract as if attached hereto:

7.1.1.1.1 ECIP Policy and Procedures;

7.1.1.1.2 Official State and Federal Program Notices and Guidance Documents;

7.1.1.1.3 Current Eligibility and Verification Guide; and

7.1.1.1.4 Utility Assistance and Water Data Transfer Business Rules.

7.1.1.2 Upon signing the CSD contract, Contractor is acknowledging receipt of all current technical manuals, policies, and protocols.

7.2 Prioritization of Services

7.2.1 Contractor assures that ECIP (Fast Track and WPO) and HEAP activities are conducted in accordance with the current Agency Local Plan, hereby incorporated by reference.

7.2.2 Contractor assures activities shall be designed to provide assistance to low-income households in meeting their home energy costs, particularly those with the lowest incomes that pay a high proportion of household income for home energy, and that such methods to be utilized, and that eligible households, particularly those households with elderly individuals, disabled individuals, or children five years and under are made aware of the assistance available under this Contract.

7.3 Service Priority Guidelines

7.3.1 Contractor shall give first priority for services to those households with the lowest income and highest energy burden. In addition, Contractor shall factor into its first priority for services those households with the following vulnerable populations: young children (ages five years or under), disabled, and elderly persons (ages 60 years or older), in accordance with the current Agency Local Plan.

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- 7.3.2 Contractor may give first priority for services to those households whose members have life-threatening emergencies.

For the ECIP Fast Track, HEAP Electric and Gas, ECIP WPO and HEAP WPO program components, Contractor shall assign prioritization points consistent with the current Agency Local Plan in Article 13.

- 7.3.3 Due to limited funding, contractors are discouraged from providing energy assistance benefits to households with substantial credit(s) on its utility bills.

- 7.3.4 Equitable Treatment

Contractor shall ensure that owners and renters receive equitable treatment under this program.

7.4 Outreach and Intake Activity Guidelines

- 7.4.1 Outreach

Contractor shall perform appropriate outreach activities to ensure that households in the service area(s) are informed about all SLIHEAP services and have an opportunity to apply for such services.

- 7.4.2 Intake

Contractor shall use intake program funds for determining eligibility of applicants seeking SLIHEAP services. Services include the process of completing an intake application and reviewing applicant documentation. Contractor shall:

- 7.4.2.1 Establish reasonable hours whereby applicants will have access during regular business hours to seek program information with an assurance that the Contractor shall respond to the applicant's request within a reasonable amount of time;
- 7.4.2.2 Ensure applicants have access to applications, whether in hardcopy, electronic format, during regular business hours. Contractors whose offices are not staffed Monday through Friday must arrange for alternative points of access to SLIHEAP applications. Contractor may satisfy this requirement by posting their application for download on their website or post a link directing applicants to an application posted at CSD's website at www.csd.ca.gov or at alternate location(s) or by mailing applications;
- 7.4.2.3 Accept applications for assistance during regular business hours;

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- 7.4.2.4 Accept applications for ECIP Fast Track and WPO at sites that are geographically accessible to all households in the area served by Contractor;
- 7.4.2.5 Provide low-income individuals who are physically infirm with the means to submit applications for HEAP and ECIP without leaving their residences;
- 7.4.2.6 All sites where intake is conducted must be accessible to the disabled;
- 7.4.2.7 Contractor shall utilize the Energy Intake Form (CSD 43), or approved Contractor's equivalent, as a multipurpose form for referrals to the SLIHEAP Weatherization program, the ECIP EHCS program, HEAP program, and DOE program; and
- 7.4.2.8 If Contractor opts to "pre-screen" applicants for benefits by discussing eligibility criteria and by counseling potential clients in advance of their completing and submitting an Energy Intake Form (CSD 43) or approved Contractor's equivalent, Contractor must apply income guidelines and Contractor's Priority Plan when prescreening applicants. If the applicant appears to be ineligible, Contractor must so inform the applicant but must nevertheless notify prescreened applicants of the right to apply for benefits upon changes in the prescreened applicant's circumstances and status. Energy Intake Form (CSD 43) or approved Contractor's equivalent must be provided to a potential client upon request, whether or not a prescreening process is employed.
- 7.4.3 Applicant Written Notification of Benefits
- Within 15 business days of receiving an application Contractor shall provide the applicant written or electronic notification of the application status, indicating whether the application has been approved, denied, deemed incomplete, or is still pending review.
- 7.4.3.1 If approved, the notice shall indicate the nature and an approximate timeframe in which the utility assistance payment will be provided and if a referral was made to for weatherization services. The name of the utility company and the amount of the benefits also shall be included in the notification for Utility Assistance.
- 7.4.3.2 If denied, the notice shall indicate the reason for the denial and information regarding the appeal process.
- 7.4.3.3 If incomplete, the notice shall indicate what additional information or documentation is required.

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- 7.4.3.4 If pending review, the notice shall provide a revised estimate of when the status of the application will be determined. Contractor must follow-up with a notification when a determination has been made.

7.5 Assurance 16 Activity Guidelines

Assurance 16 program funds shall be used for services that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance such as needs assessment, client education and budget counseling, and coordination with utility companies. These funds may not be used to identify, develop, and/or demonstrate leveraging programs.

7.5.1 Needs Assessment

Contractor must conduct a needs assessment for each client who submits an application that shall include computing the energy burden of each applicant's household and prioritizing households in accordance with the current Agency Local Plan in Article 13.

7.5.2 Client Education/Budget Counseling – General Requirements

Contractor shall provide all recipients of energy assistance under this Contract with applicable energy conservation information and budget counseling in accordance with the Contractor's approved current Agency Local Plan in Article 13. As a minimum Contractor shall include the following:

- 7.5.2.1 Information regarding the importance of applying for energy assistance prior to falling behind in utility payments and information concerning various utility company budget payment plan(s) and other forms of energy assistance offered within the State;
- 7.5.2.2 Written information that describes energy-saving behavioral adjustments that will decrease the energy consumption of the household; and
- 7.5.2.3 Resource information, referral, family, and budget counseling in order to assist clients in achieving self-sufficiency.

7.5.3 Coordination

- 7.5.3.1 Contractor shall refer all potentially eligible applicants, including HEAP applicants, to the LIHEAP Weatherization Program, ECIP EHCS, California Alternative Rates for Energy Program (CARE), Reduced Rate Program (RRP), Arrearage Management Payment (AMP) Plan, DOE, or

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other energy or conservation programs. Contractor shall coordinate its activities with other federal, state, or local energy conservation programs with the goal of conserving energy, improving thermal efficiency, or defraying energy costs of low-income households.

- 7.5.3.2 Contractor shall provide assistance in coordinating the payment of client's energy/utility bill with the appropriate energy vendor or utility company. Contractor may also perform other coordinative activities with energy vendors/utility companies to provide input relative to the energy assistance needs of California's low-income households and a proactive educational concept in serving clients. This includes attending the California Public Utilities Commission's Low-Income Oversight Board Committee meetings.

7.6 Record-Keeping Responsibilities

- 7.6.1 Contractor shall maintain client intake/needs assessment form(s) for HEAP, and ECIP, together with appropriate supporting documentation and shall maintain separate client files containing supporting documents related to disqualifications, denials, and appeals for each applicant who is not certified as being eligible to receive assistance.
- 7.6.2 Contractor shall ensure that the ECIP Home Energy Supplier Assurance (CSD 416) or approved Contractor's equivalent is completed by each nonregulated utility company, e.g., propane suppliers, wood suppliers, etc., providing services to clients of this Contract.
- 7.6.3 Contractor shall make a reasonable effort to collect the completed Client/Customer Consent Form and Authorization to collect energy usage data when the client applying for services is not the person listed as the account holder of the utility bill. Client services shall not be denied if the client or bill account holder refuses to sign the consent form.
- 7.6.4 All Client Files – General Requirements

Contractor shall maintain a separate file for each applicant by either a hard copy or electronic file, or a combination of both. Contractor must ensure that the method selected to maintain files does not impose unreasonable effort in CSD's ability to review any files. These files shall include, the following documentation, when applicable:

- 7.6.4.1 For Public Agencies only: Statement of Citizenship, Alienage and Immigration Status for Public Benefits, (CSD 600), and supporting documents;

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- 7.6.4.2 Energy Intake Form (CSD 43) or approved Contractor's equivalent. Priority points must be written in the designated space on the Intake form;
 - 7.6.4.3 Utility/energy bill(s) for all sources of energy used by qualified households;
 - 7.6.4.4 Documentation supporting eligibility in accordance with the Eligibility and Verification Guide;
 - 7.6.4.5 Client Education Confirmation of Receipt (CSD 321) or approved Contractor's equivalent that substantiates that the client was provided services in accordance with Assurance 16 requirements;
 - 7.6.4.6 Client denial or approval notification; and
 - 7.6.4.7 Client/Customer Consent Form and Authorization (CSD 081) – Only requested when the client is not the account holder of the utility bill.
- 7.6.5 Client Files - ECIP Fast Track, ECIP WPO, HEAP, and WPO
- Contractor shall maintain the following documents for each applicant receiving cash assistance services, as applicable:
- 7.6.5.1 Documentation that substantiates the requested ECIP Fast Track supplemental payment including the total amount due (at the time of intake) to the utility company, reconnection fees, and any other assessed utility fees/surcharges; it shall provide the condition(s) that establishes eligibility for benefits in accordance with ECIP Fast Track Benefit Determination Section 8.2 in subsection 8.2.3.3; and
 - 7.6.5.2 Documentation substantiating the portion of rent that is allocated toward energy costs.
- 7.6.6 Translation of Forms
- Contractor shall use a certified translator deemed qualified by the Contractor when translating CSD forms that require a client/customer signature into a foreign language.
- 7.6.7 Automation
- Contractor shall use an automated application system capable of supporting SLIHEAP's (ECIP WPO, and HEAP WPO) data collection, reporting requirements, and client data transmission to CSD. No database transfer will be accepted prior to

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the completion of successful data file transfer testing to CSD. Contractor shall submit the data in accordance with CSD's Utility Assistance and Water Data Transfer Rules layout found at <https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx>. Contractor shall adhere to best practices and perform a daily backup of all client data/application systems that capture SLIHEAP service detail.

- 7.6.7.1 Contractor shall also be responsible for monitoring the CORE online reports and for resolving payment issue(s) related to the delivery of benefits. The Agency Allocations/System Maintenance screen shall display historical and current detail level of program allocation information, summarizing Contractor's annual program allocation, expenditures, and returned benefits eligible for reissuance, if any. The Variance Report shall display the detail level of benefit information whereby the eligible benefit amount differs from the paid benefit amount. For resolution of partial credit returns, Contractor shall be responsible for following up with the client to resolve payment issue(s) and for providing CSD with the necessary information to reissue benefit(s). For full credit returns and warrant redeposits, Contractor shall be responsible for resolving and updating client data in CORE to reissue benefit(s).
- 7.6.7.2 Utilizing reporting options available within the CORE On-Line System, Contractor shall be responsible for generating HEAP and ECIP (Fast Track) reports to attain data specific to the following: rejected records, intake data, client and payment status, expenditures and current allocation balance, returned benefits, summarized county energy costs and burden, and a year-to-date goal status.

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ARTICLE 8 - PROGRAM IMPLEMENTATION

8.1 HEAP/WPO Activity Guidelines

8.1.1 Applicant Eligibility

8.1.1.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.1.1.2 Income verification must be for one month. For acceptable types of documentation and processing timeframes, refer to the current LIHEAP Eligibility and Verification Guide at <https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx>.

8.1.1.3 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for WPO to determine the client's energy burden.

8.1.2 Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year. However, Contractor can use program income to provide a supplemental ECIP Fast Track/WPO or HEAP/WPO for clients experiencing an extenuating circumstance. In addition to receiving one ECIP (Fast Track/WPO) or HEAP/WPO payment and/or supplemental program income benefit payment.

8.1.3 Contractor may establish a maximum benefit for HEAP WPO payments; such maximum shall be consistently applied. ECIP WPO payments cannot exceed \$1,000.

8.1.4 Contractor must exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Contract.

8.1.5 Once applicants meet the eligibility and prioritization criteria and funds are available:

8.1.5.1 Contractor shall complete the ECIP/HEAP Payment Request Confirmation (CSD 415) or approved Contractor's equivalent form or approved Contractor's equivalent process that confirms payment was made to the client's account. If the client does not have an account, confirmation of the delivery of the benefit to the client is required;

8.1.5.2 Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil;

8.1.5.3 CSD will not make payments to clients for WPO assistance; and

8.1.5.4 Before paying energy vendors, Contractor shall verify that charges for the services and goods provided are reasonable and within fair market value.

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- 8.1.6 Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.
- 8.1.7 Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred, unless a formal contract, approved by CSD, between Contractor and vendor provides for other terms.

8.2 Energy Crisis Intervention Program (ECIP) Services Activity Guidelines

8.2.1 Purpose of ECIP Funds

ECIP funds may only be used to resolve emergencies that fit the federal definition [42 USC § 8622(1)], including:

- 8.2.1.1 A natural disaster (whether or not officially declared),
- 8.2.1.2 A significant home energy supply shortage or disruption,
- 8.2.1.3 An official declaration of a significant increase in:
 - 8.2.1.3.1 Home energy costs;
 - 8.2.1.3.2 Home energy disconnections;
 - 8.2.1.3.3 Enrollment in public benefit programs; or
 - 8.2.1.3.4 Unemployment and layoffs.
- 8.2.1.4 An official emergency declaration by the Secretary of Health and Human Services.
- 8.2.1.5 In those situations where there is not an official federal, state, or local declaration of emergency, e.g., an undeclared natural disaster or a significant home energy supply shortage or disruption that affects a low-income individual, an emergency will be deemed to exist by CSD where there is imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

8.2.2 Capacity and Responsibility to Provide Emergency Assistance

- 8.2.2.1 In accordance with federal and state law and ECIP Policy and Procedures,

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Contractor must be qualified and capable of carrying out an energy crisis intervention program that provides timely and effective emergency assistance, not later than the timeframes stated in 42 USC § 8623(c), that resolves the energy crisis. Contractor must meet minimum program requirements for timing and ensuring accessibility to eligible applicants as further defined at 42 USC § 8623(c).

Once applicants meet the eligibility and prioritization criteria and funds are available, Contractor shall:

- 8.2.2.1.1 Within 48 hours after a household applies and is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO payment that will resolve the energy crisis; and
- 8.2.2.1.2 Within 18 hours after a household applies and is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO that will resolve the energy crisis if such household is in a life-threatening situation.
- 8.2.2.2 Contractor agrees to provide all reasonable information requested by CSD during the term of this Contract in order to enable CSD to assess the adequacy of Contractor's current energy crisis intervention program and Contractor's ability to implement the program.
- 8.2.2.3 Federal and state law permit the allowability of costs to the ECIP only where the costs are used to provide emergency assistance in an energy crisis. In addition to all other provisions in this Contract permitting, restricting, or otherwise relating to ECIP costs, such costs are allowable only upon adequate demonstration by the Contractor that the related activities meet the definition of "emergency" as specified in federal law and this Contract.
- 8.2.3 ECIP Fast Track and WPO
 - 8.2.3.1 ECIP Fast Track and WPO Services shall be provided in accordance with the current Agency Local Plan in Article 13.
 - 8.2.3.2 Applicant Eligibility
 - 8.2.3.2.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income.

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- 8.2.3.2.2 Income verification must be for one month and current within six weeks of the application intake date or an annual award letter. For acceptable types of documentation, refer to the LIHEAP Eligibility and Verification Guide. Contractor shall maintain appropriate documents in each applicant's file.
- 8.2.3.2.3 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for (WPO) to determine the client's energy burden.
- 8.2.3.2.4 Conditions for ECIP services must meet the criteria for an emergency as defined in 42 USC §8622 (1), ECIP Policy and Procedures and Article 12, Definitions.
- 8.2.3.2.5 ECIP Fast Track Utility Assistance
 - 8.2.3.2.5.1 The applicant must receive energy services and be billed directly by one of the following energy providers: a utility company and/or a mobile home park that owns its own power source(s) or a submetering billing service with the statutory authority to shut off utility services.
 - 8.2.3.2.5.2 For purposes of the present Section 8.2.3, an emergency energy-related crisis does not exist if the cost of energy is included in the applicant's rent, and Contractor may not make ECIP Fast Track payment(s).
- 8.2.3.2.6 In addition to the applicant eligibility criteria listed above, services for ECIP Fast Track and ECIP WPO may not be provided unless at least one of the following criteria pursuant to Government Code § 16367.5 (e) pertains and is documented or certified by Contractor:
 - 8.2.3.2.6.1 Proof of utility shutoff notice;
 - 8.2.3.2.6.2 Proof of energy termination;
 - 8.2.3.2.6.3 Insufficient funds to establish a new energy account;
 - 8.2.3.2.6.4 Insufficient funds to pay a delinquent utility bill;
 - 8.2.3.2.6.5 Insufficient funds to pay for essential firewood, oil,

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or propane; or

8.2.3.2.6.6 CSD further defines WPO crisis as 30 days or less of fuel.

8.2.3.3 ECIP Fast Track Benefit Determination

ECIP Fast Track benefits shall be determined using the base benefit amount and, when applicable, a Contractor-determined supplemental benefit amount. Contractors shall issue ECIP Fast Track benefits in accordance with the following:

8.2.3.3.1 Contractor shall ensure that the total ECIP Fast Track benefit amount (Base benefit amount plus supplemental benefit amount) is limited to and does not exceed the total amount due (at the time of intake) to the utility company for energy charges, reconnection fees, and other assessed utility fees/surcharges in order to alleviate the crisis situation.

8.2.3.3.2 When only issuing the base benefit amount (no supplemental payment), Contractor may exceed the total amount due to the utility company in energy charges, reconnection fees, delinquent utility bill establishing arrearages and/or past due balances, and other assessed utility fees/surcharges to alleviate the crisis situation.

8.2.3.3.3 Contractor shall ensure that the maximum total ECIP Fast Track benefit amount (Base benefit amount plus supplemental benefit amount) does not exceed \$3,000. If Contractor uses program income to provide a supplemental ECIP Fast Track payment, the total payment cannot exceed \$3,000.

8.2.3.3.4 Contractor shall provide full justification for benefits paid by documenting the client file(s) to include the amount of charges and verification by the utility company.

8.2.3.3.5 Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved Agency Local Plan in Article 13 and the current LIHEAP Eligibility and Verification Guide.

8.2.3.4 ECIP Fast Track/WPO Payment Guidelines

8.2.3.4.1 Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year;

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however, Contractor can use program income to provide a supplemental ECIP Fast Track/WPO or HEAP/WPO for clients experiencing an extenuating circumstance.

8.2.3.4.2 Contractor shall ensure that the maximum total ECIP WPO benefit does not exceed \$1,000. If Contractor uses program income to provide a supplemental ECIP WPO payment, the total payment cannot exceed \$1,000.

8.2.3.4.3 Contractor shall exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Agreement.

8.2.3.4.4 When a HEAP payment or ECIP Fast Track payment has been made directly to an energy vendor, notification of payment(s) shall be shown as a credit on the utility bill(s).

8.2.3.5 ECIP WPO Payment Guidelines Specific

8.2.3.5.1 Contractor shall complete the ECIP/HEAP Payment Request Confirmation (CSD 415) or approved Contractor's equivalent form or approved Contractor's equivalent process that confirms payment was made to the client's account. If the client does not have an account, confirmation of the delivery of the benefit to the client is required.

8.2.3.5.2 Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil.

8.2.3.5.3 CSD will not make payments to clients for WPO assistance.

8.2.3.5.4 Before paying energy vendors, Contractor shall verify that charges for the services and goods provided are reasonable and within fair market value.

8.2.3.5.5 Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.

8.2.3.5.6 Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred, unless a formal contract, approved by CSD, between Contractor and vendor provides for other terms.

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8.3 ECIP Fast Track and HEAP Electric and Gas Pledge Guidelines

- 8.3.1 Contractor shall pledge all applications where the Contractor has determined the applicant has a qualifying emergency as specified in subsection 8.2.3.2.6 of Section 8.2, regardless if the benefit is issued under ECIP Fast Track or HEAP Electric and Gas, provided that the application meets the eligibility and prioritization criteria and Contractor's Utility Assistance funds are available.
- 8.3.2 After a pledge has been made, Contractor shall submit the application to CORE as specified in subsection 6.1.1, of Section 6.1.
- 8.3.3 Contractor shall determine the applicant has met the eligibility requirements prior to pledging. If an eligible applicant is subsequently determined to be ineligible, Contractor shall cancel the ineligible applicant's pledge with the Utility Company within five business days upon such determination.
- 8.3.4 If the applicant's pledge amount changes, Contractor shall adjust the pledge amount with the Utility Company.

8.4 Mandatory Training

Contractor must participate in mandatory training such as eligibility start-up training, contract review webinars, monitoring trainings and other trainings CSD deems mandatory. CSD will notice Contractor with a minimum of 10 business days prior to training.

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COMPLIANCE REQUIREMENTS

ARTICLE 9 - COMPLIANCE POLICIES AND PROCEDURES

9.1 Right to Monitor, Audit, and Investigate

- 9.1.1 Any duly authorized representative of the federal or state government, which includes but is not limited to the federal offices of inspectors general, the State Auditor, CSD staff, and any entity selected by CSD to perform inspections and/or investigations, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Contract through on-site visits, audits, and any other appropriate means CSD deems necessary.
- 9.1.2 Contractor shall, upon reasonable notice, make available all information and materials reasonably necessary for CSD to substantiate to its satisfaction that expenditures incurred under this Contract are allowable and allocable, including, but not limited to files, books, documents, papers, and records. Contractor agrees to make such information and materials available to the federal government, the State, or any of their duly authorized agents or representatives, for purpose of examination, copying, or mechanical reproduction, on or off the premises of the subject entity.
- 9.1.3 Any duly authorized agent or representative of the federal or state government shall have the right to undertake investigations in accordance with 42 USC § 8627, as amended, and 45 CFR Part 75 (including § 75.342 and § 75.352).
- 9.1.4 All contracts entered into by Contractor with audit firms for purposes of conducting independent audits under this Contract shall contain a clause allowing CSD or any duly authorized agent or representative of the federal or state government timely access to the working papers of the audit firm(s).

9.2 Auditing Standards and Reports

9.2.1 Auditing Standards

- 9.2.1.1 *Applicability.* The standards set forth in 45 CFR Part 75 Subpart F – Audit Requirements are hereby incorporated by reference.
- 9.2.1.2 *Supplemental Audit Guide.* In addition to the audit requirements specified above, Contractor must follow the most current CSD Supplemental Audit Guide, incorporated into this Contract by reference in Article 13. The Supplemental Audit Guide may be accessed at <https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx>.

9.2.2 Audit Reports

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- 9.2.2.1 Funds provided under this Contract shall be included in an audit conducted in accordance with the provisions of 45 CFR Part 75 Subpart F – Audit Requirements, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in The U.S. Government Accountability Office’s “Government Auditing Standards,” December 2011 Revision, as amended.
- 9.2.2.2 *Organizations below audit threshold.* Contractors falling below the federal funding threshold that mandates a single audit may be subject to an audit and/or other fiscal- or program-specific review conducted by CSD or its agents, upon 30-day written notice.
- 9.2.2.3 The financial and compliance audit report shall contain the following supplementary financial information: a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 CFR § 200.510. All SLIHEAP grants shall be reported separately on the SEFA by program component, i.e., ECIP/HEAP/Assurance 16 (EHA16). In addition, a separate Supplemental Statement of Revenues and Expenditures (SSRE) for each contract whose term ends during the single-audit fiscal year shall be included in that year’s single audit. The SSRE shall report revenue and expenditures for CSD funding by contract line item and fiscal year. The SSRE shall cover the entire contract term as required in CSD’s Supplemental Audit Guide.
- 9.2.3 *Submission of Audit Reports.* Contractor shall submit to CSD one electronic copy of the required audit report(s) and any management letter(s) issued by the accountant, within the earlier of 30 calendar days after receipt of the auditor’s report(s), or nine months after the end of the Contractor’s fiscal year.
- 9.2.4 *Failure to File IRS Form 990 for Tax-Exempt Organizations* If Contractor fails to file Form 990 timely, Contractor must provide:
- 9.2.4.1 Evidence of an extension request with an estimated timeframe for submission; or
- 9.2.4.2 An explanation of why Contractor does not plan to file Form 990.
- 9.2.5 The audit report(s) and all supplemental financial information must be submitted to the following addresses:
- Electronic copy:
audits@csd.ca.gov.
- Printed copy:
 Department of Community Services and Development

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Attention: Audit Services Unit
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

Upon receipt of the audit report, CSD's Audit Services Unit (ASU) will send a confirmation email within 5 to 10 business days. Contractor should verify receipt of ASU's confirmation email to ensure your single audit was received.

In accordance with the guidelines of the Division of Audits of the California State Controller's Office (SCO), if Contractor is a local government agency, additional copies of the audit report must be submitted to the following address:

Mailing Address:

State Controller's Office
Division of Audits
Financial Audits Bureau/Single Audits Unit
P.O. Box 942850
Sacramento, CA 94250-5874

Street Address for FedEx:

State Controller's Office
Division of Audits
Financial Audits Bureau/Single Audits Unit
3301 C Street, Suite 700
Sacramento, CA 95816

9.2.6 Failure to Comply with Audit Reporting Requirements

If Contractor fails to comply with Federal statutes, regulations or the terms and conditions of this Contract, CSD may impose additional conditions, as described in 45 CFR § 75.207. If CSD determines that noncompliance cannot be remedied by imposing additional conditions, CSD may take one or more of the following actions, as appropriate in the circumstances, as provided in 45 CFR § 75.371 - § 75.380

Remedies for Noncompliance:

- 9.2.6.1 Temporarily withhold cash payments pending correction of the deficiency by Contractor or more severe enforcement action by the Federal awarding agency;
- 9.2.6.2 Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- 9.2.6.3 Wholly or partly suspend or terminate the Federal award;

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- 9.2.6.4 Recommend that suspension or debarment proceedings (as authorized under 2 CFR Part 180) be initiated by the Federal awarding agency;
 - 9.2.6.5 Withhold further federal awards; or
 - 9.2.6.6 Take other remedies that may be legally available.
- 9.2.7 Collection of Disallowed Costs
- 9.2.7.1 If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs, CSD shall, after consideration of Contractor's submission issue a final Transmittal Report, no later than 30 days after receipt of Contractor's information or documentation. If questioned costs are determined to be owing, CSD's Financial Services Unit (FSU) will send an invoice. Contractor will tender payment to FSU or a repayment plan acceptable to FSU.
 - 9.2.7.2 All statements, notices, responses and demands issued in accordance with this Section 9.2.7 shall be in writing.
 - 9.2.7.3 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section 9.2.7.

9.3 Compliance Monitoring

- 9.3.1 As the recipient of federal SLIHEAP block grant funds under this Contract, Contractor must substantiate that all costs claimed pursuant to this Contract are allowable and allocable under all applicable federal and state laws. To be entitled to reimbursement, Contractor must trace all allowable costs to the level of expenditure, to include providing supporting documentation reasonably necessary to substantiate the validity of such claim.
- 9.3.2 As the administrator of the LIHEAP block grant for the State, CSD is required to ensure the funds allocated to Contractor are expended for the purposes identified in federal law and state LIHEAP law, and for allowable and allocable costs under the applicable rules of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).
- 9.3.3 CSD is required to conduct on-site or in-house and follow-up monitoring of Contractor to ensure that Contractor meets the Production Plan, administrative standards, financial management requirements, and other requirements of LIHEAP.
- 9.3.4 CSD shall provide Contractor reasonable advance notice in writing of on-site and/or

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- in-house monitoring reviews of Contractor's program or fiscal performance.
- 9.3.5 Compliance monitoring will consist of a questionnaire that Contractor will be required to complete and return to CSD within 30 calendar days from receiving the questionnaire.
- 9.3.6 CSD will conduct client file reviews to verify compliance with financial and program requirements. CSD shall notify Contractor of the client files requested, and Contractor shall provide the client files within five business days.
- 9.3.7 CSD may increase the number of client files reviewed and frequency of client file reviews based on the severity of non-compliance issues identified during the client file review process.
- 9.3.8 In accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75), Contractor shall cooperate with CSD program and audit staff and other representatives and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Contract. To the extent Contractor maintains records and documents in an electronic format, Contractor must make such records and documents readily available to CSD program and audit staff and other representatives: 1) for review on an appropriate electronic device provided by Contractor; and/or 2) for reproduction in electronic and/or hard copy format, as is necessary to effect the purposes of this Section 9.3. In order to realize the objectives of this subsection and to ensure that the integrity of the program, the proper expenditure of grant funds, and to prevent fraud, waste, abuse, and unjust enrichment, whether by design or inadvertence, Contractor shall cooperate with CSD as follows:
- 9.3.8.1 Upon request, provide a list of clients, for which SLIHEAP services have been provided by Contractor, and to or for which Contractor has provided related services under other federal, State or non-governmental programs such as, but not limited to, public and private utility company programs, collectively "Associated Programs."
- 9.3.8.2 With respect to such list of clients, provide CSD and/ or the investigative entities or persons referenced in Section 9.1.1, access to client files or similar records and documents of the Associated Programs for the purpose of determining whether related services have been provided that result in duplicate billings or any violation of federal or State law, this Contract, or applicable federal and/or State LIHEAP guidelines.
- 9.3.8.3 For purposes of this Section 9.3.8:
- 9.3.8.3.1 "Duplicate billing" is defined as receiving reimbursement from

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more than one funding source for the same expenditures or costs, whether in whole or in part, that Contractor incurs in connection with rendering a service to or for a client, job, or property, resulting in a total reimbursement to Contractor, from all sources, in excess of actual expenditures or costs incurred.

9.3.8.3.2 To the extent necessary to realize the objectives of this article, the term “Contractor” includes any subcontractor or agent of Contractor in possession of the files, records, or documents or other information bearing on related services under any relevant Associated Program.

9.3.8.4 It is understood that Contractor has no obligation to provide access to the client files, records, and documents of an Associated Program when no SLIHEAP services have been provided and the client, job, or property is not required to be on the list furnished to CSD by Contractor, as provided herein.

9.3.8.5 In the event Contractor is unable to comply with the provisions of subsections 9.3.8.1 or 9.3.8.2 because of restrictions placed on Contractor by law in connection with an Associated Program, or restrictions imposed on Contractor pursuant to a binding written contract between Contractor and the funding source of such Associated Program, then Contractor shall so inform CSD by written declaration and provide supporting documentation for such declaration. Contractor shall, together with any declaration made, certify to CSD in writing that:

9.3.8.5.1 Contractor has not submitted duplicate billings to both SLIHEAP and Associated Program; or

9.3.8.5.2 Contractor has not otherwise engaged in similar actions in violation of federal or state law.

9.3.9 CSD will host an FTP Server and provide Contractor with specifications, documentation, and sample of FTP file configurations screens, as necessary, to enable Contractor to use the FTP Server to upload client files, records, and documents. Contractor shall submit client files, records, and documents via the FTP to allow CSD to complete an in-house review.

9.3.10 In the event that CSD determines that Contractor is not in compliance with material or other legal requirements of this Contract, CSD shall provide the observations, recommendations, or findings and request for a corrective action plan to Contractor in writing. Contractor shall submit to CSD a specific action plan for correcting the noncompliance.

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9.3.11 Collection of Disallowed Costs

- 9.3.11.1 In the event questioned costs are identified in a final decision on cost disallowance issued by CSD, Contractor shall comply with any demand for repayment, as specified in such final report.
- 9.3.11.2 *Time for response.* Contractor shall have no less than 30 calendar days from receipt of the final decision to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.
- 9.3.11.3 *Notice after review of further supporting evidence.* If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided above in subsection 9.3.11.2, CSD shall, after consideration of Contractor's submission, accordingly, issue a revised Notice of Disallowed Costs, if any, no later than 30 days after receipt of Contractor's information or documentation. Contractor shall have 15 days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with subsection 9.4.4 of this Contract, for CSD's final determination of disallowed costs.
- 9.3.11.4 All statements, notices, responses and demands issued in accordance with this Section shall be in writing.
- 9.3.11.5 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section.

9.4 Enforcement Process - Noncompliance with Requirement of this Contract

9.4.1 Tax-Exempt Status Requirement

Nonprofit charitable organizations must maintain their 501(c)(3) tax-exempt status as a requirement for continued LIHEAP grant reimbursements and participation under the current Contract. All 501(c)(3) contractors shall notify CSD within one business day upon revocation of their tax-exempt status and cease all work performed under this Contract. CSD will halt all payments to Contractor while its nonprofit, tax-exempt status is revoked. Work performed prior to the revocation, but billed after such notice is received, shall be timely reimbursed to the Contractor. In addition, CSD may take additional enforcement steps consistent with federal and state law and this Contract.

9.4.2 General

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The authority for CSD Enforcement Actions, as defined in Section 10.4.3, for cost disallowances/ recovery of misused funds, and for de-designation of eligible entity status (collectively “Enforcement Process”) is found in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75), and in state regulations, with particular reference to 22 CCR § 100875. In order to facilitate compliance with the cited authorities, the parties to this Contract agree that: 1) the present article shall guide, inform and clarify the Enforcement Process; 2) shall establish the procedures to be followed; and 3) establish the rights and obligations of the parties with respect to the Enforcement Process, for purposes of implementing the principles set out in the applicable legal authorities.

9.4.3 Enforcement Action, “High Risk” – Determination and Notice

- 9.4.3.1 If CSD determines that Contractor is not financially stable, and that Contractor’s financial condition is so tenuous that its ability to implement this Contract is seriously compromised, or if CSD determines that Contractor has not complied with the requirements of this Contract and that Contractor’s noncompliance constitutes a material breach of the Contract, CSD may initiate an Enforcement Action. For purposes of this article, “Enforcement Action” means the imposition of any of the following: a) special conditions and/or sanctions; b) a determination of cost disallowance; c) contract suspension; d) contract termination; or e) termination of Contractor’s service provider status.
- 9.4.3.2 To initiate an Enforcement Action, CSD must provide Contractor with written notice of “high risk” designation, setting forth: 1) the factual and legal basis for the determination of noncompliance, upon which the “high risk” designation is based; 2) the corrective action(s) required; and 3) the date by which the corrective action must be taken and completed.
- 9.4.3.3 For purposes of this article, “material breach” means any act or omission by Contractor that is in contravention or disregard of Contractor’s duties and obligations under the terms of this Contract and under applicable State and federal law, which act or omission:
 - 9.4.3.3.1 Constitutes fraud or gross negligence by Contractor or its agent(s);
 - 9.4.3.3.2 Is likely to result in significant waste and/or abuse of federal funds;
 - 9.4.3.3.3 Has a significant adverse impact on Contractor’s ability to meet its administrative, financial, or programmatic duties and obligations over the term of the Contract or a significant portion thereof;

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- 9.4.3.3.4 Violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD;
- 9.4.3.3.5 May have serious adverse effects and consequences on the Contractor's customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; or
- 9.4.3.3.6 May otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

9.4.4 Special Conditions and Sanctions

- 9.4.4.1 "High risk" designation may include the imposition of Special Conditions, Sanctions and/or other special requirements with respect to Contractor's performance. CSD may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address acute financial instability or a material breach of contract, as defined in Section 9.4.3, above.
- 9.4.4.2 Notice of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Notice must contain the following information:
 - 9.4.4.2.1 The nature of the Special Condition(s) and/or Sanction(s) being imposed;
 - 9.4.4.2.2 The reason(s) for imposing Special Condition(s) and/or Sanction(s); and
 - 9.4.4.2.3 The corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).
- 9.4.4.3 Special Conditions may include, but are not limited to:
 - 9.4.4.3.1 Obtaining training and/or technical assistance;
 - 9.4.4.3.2 The imposition of special or additional reporting requirements;
 - 9.4.4.3.3 Special or conditional cost reimbursement requirements and procedures;
 - 9.4.4.3.4 The provision of documentation by Contractor; and/or

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- 9.4.4.3.5 The requirement to amend or modify systems, procedures, and/or policies.
- 9.4.4.4 Sanctions may include, but are not limited to:
 - 9.4.4.4.1 The suspension of advances and/or reimbursements; and/ or
 - 9.4.4.4.2 The issuance of stop work orders.
- 9.4.4.5 Sanctions may not be imposed without a hearing being first held in accordance with applicable regulations, unless CSD reasonably determines on the basis of credible information that:
 - 9.4.4.5.1 Substantial sums to be paid to Contractor have been or will be used in violation of law or the provisions of this Contract; or
 - 9.4.4.5.2 The associated costs are otherwise very likely to be disallowed; and
 - 9.4.4.5.3 If Sanctions are not immediately imposed, taxpayer dollars are at significant risk and are unlikely to be recovered.
- 9.4.4.6 Review of Special Conditions and/or Sanctions.
 - 9.4.4.6.1 If Contractor elects to contest the action to impose Special Conditions and/or Sanctions, Contractor shall have five business days following receipt of Notice of Enforcement Action in which to show cause, in writing, why the Special Conditions or Sanctions should not be enforced.
 - 9.4.4.6.2 CSD shall have five business days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decision and Contractor's obligations going forward, if any.
 - 9.4.4.6.3 Contractor may, within five business days of receipt of Notice of Enforcement Action, request an informal meeting for the parties to consider the merit of the Notice and to discuss alternative courses of action, which meeting CSD may agree to if, in its sole judgment, it determines the meeting would be helpful to the process, can be held expeditiously, and will not unduly cause delay or otherwise increase the risk of loss of taxpayer dollars.

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- 9.4.4.6.4 Contractor may, at any time, request in writing that CSD initiate the contract suspension or contract termination processes, to include the requisite hearings, as set out in 22 CCR § 100875.
- 9.4.4.6.5 Should Contractor fail to show cause why the Enforcement Action should not go forward, or should Contractor fail to request that CSD initiate either the contract suspension or termination processes, CSD may initiate such action upon its own motion.
- 9.4.4.6.6 Special conditions and sanctions shall remain in effect until the hearing procedure is completed, provided, with respect to sanctions, CSD reasonably determines that subsection 9.4.4.5 applies.

9.4.5 Cost Disallowance

- 9.4.5.1 If Contractor's non-compliance with the terms of this Contract results in an enforcement action, and if CSD determines that Contractor's non-compliance has resulted in questioned costs, CSD shall provide Contractor with a Statement of Questioned Costs along with the Notice of Enforcement Action, or at such later time in the Enforcement Process as questioned costs have been identified.
- 9.4.5.2 The Statement of Questioned Costs shall include:
 - 9.4.5.2.1 A description of the costs questioned and the specified amount by type or category of costs;
 - 9.4.5.2.2 The reason the costs are questioned, and the information and/or documentation required to justify payment of the costs; and
 - 9.4.5.2.3 The timeframe and procedures for Contractor's submission of the required information or documentation to CSD.
- 9.4.5.3 If CSD determines that more information is required before a Statement of Questioned Costs can be issued or before a final determination of cost disallowance can be made, CSD may conduct an investigative audit of Contractor's records, files and books of account, or retain an audit firm for such purpose. Contractor agrees to cooperate fully in any audit conducted and to ensure that Contractor's agents, accountants and subcontractors cooperate in the performance of such audit. A report of any audit conducted shall be shared with Contractor, who shall be given ample

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opportunity to respond to findings and to submit information and documentation in support of the response. If Contractor fails to cooperate in the conduct of an audit, initiated pursuant to this subsection, CSD may either impose sanctions, as provided in subsection 9.4.3 or, if feasible, issue a Notice of Disallowed Costs.

9.4.5.4 After CSD has considered any information and/ or documentation submitted by Contractor in response to a statement of questioned costs or in response to an investigative audit report, CSD shall issue a Notice of Disallowed Costs, which notice shall include:

9.4.5.4.1 The amount of disallowed costs to be repaid, if any; and

9.4.5.4.2 The date by which repayment must be made or, in the alternative,

9.4.5.4.3 The date by which Contractor must submit a proposed repayment plan for consideration by CSD.

9.4.5.5 Before the expiry of five business days after receipt of a Notice of Disallowed Costs, Contractor may challenge the Notice of Disallowed Costs by requesting a hearing, conducted in accordance with the procedures set out in 22 CCR § 100875, for the purpose of adjudicating the matter of cost disallowance, provided however that either Contractor or CSD may opt to adjudicate other pending Enforcement Action matters, as provided in subsection 9.4.4.6. of this section, in a combined proceeding.

9.4.5.6 If Contractor fails to request a hearing to adjudicate cost disallowance, as provided in subsection 9.4.5.5, the Notice of Disallowed Costs shall be deemed final and Contractor shall comply with the provisions of the present Section 9.4.5.

9.4.5.7 Contractor will not be deemed to have complied with a Notice of Disallowed Costs until repayment is made or CSD has approved a repayment plan. In determining the acceptability Contractor's repayment plan, CSD shall take into consideration such factors as, but not limited to:

9.4.5.7.1 Federal requirements or conditions applicable to the grant(s) under which the disallowed costs were funded;

9.4.5.7.2 The exigencies of the grant program and CSD's ability to reallocate the funds repaid or otherwise dispose of the funds in accordance with applicable law;

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9.4.5.7.3 The risk of being unable to recover funding and the options for securing Contractor's repayment obligation; and

9.4.5.7.4 Contractor's financial condition and ability to pay.

9.4.6 Contractor shall remain on "high risk" until CSD reasonably determines that Contractor has complied with the requirements of the Notice of "High Risk" Designation, including verification by CSD that corrective measures have been implemented, that all conditions have been met and that disallowed costs have been repaid or, alternatively, that CSD has deemed Contractor's repayment plan to be acceptable and Contractor has demonstrated it is in compliance with the plan. Upon determination that Contractor has complied with the requirements of the Notice of "High Risk" Designation, CSD shall give Contractor written notice of such determination.

9.4.7 In the event Contractor's non-compliance with the terms and conditions of this Contract are not remedied through imposition of special conditions, and/or sanctions, thereby enabling CSD to remove "high risk" designation, CSD may initiate further Enforcement Actions involving Contract Suspension, Contract Termination and Termination of service provider status, which shall be initiated and conducted in accordance with the applicable provisions found in 22 CCR § 100875 and other applicable State and federal statutes and regulations.

9.4.8 Lien rights

The State retains lien rights on all funds advanced.

9.5 Service Delivery and Expenditure Requirements

9.5.1 Service Delivery and Expenditure of Funds

9.5.1.1 Contractor shall, in accordance with Government Code §16367.5, be afforded maximum flexibility and control, within the parameters of federal and state law, in the planning, administration, and delivery of SLIHEAP services. Regardless of the modalities and techniques utilized, Contractor is obligated: a) to ensure that the maximum numbers of persons are served, consistent with the effective and efficient service delivery, with program requirements and with applicable law; and b) to fully expend program funds by the date identified in the contract.

9.5.1.2 A substantial failure to expend funds and provide services to readily available qualified applicants, except for compelling reasons beyond Contractor's control, shall be deemed prima facie evidence of breach of contract and may constitute grounds for "high risk" designation and the applicable remedies as provided in Section 9.4, "Enforcement Process –

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Noncompliance with the Requirements of this Contract.” Such failure of performance may, in accordance with the provisions of this article, result in a reduction in Contractor’s grant allocation and the redistribution of future funding to other performing service providers.

9.5.2 Contractor Expenditure and Reporting Requirements

Contractor shall be at 99% expenditure of the Contract by February 28, 2023.

9.5.2.1 CSD will monitor Contractor’s expenditures to evaluate compliance with meeting expenditure requirement by February 28, 2023, for each program category, including capped budget items.

9.5.2.2 Contractor shall submit timely expenditure reports, that allow CSD to evaluate Contractor’s ability to meet the February 28, 2023, expenditure date requirement. Based upon these reports, CSD may determine that Contractor has not met the expenditure requirement and is out of compliance with this Contract.

9.5.2.3 Should the Contractor’s actual expenditure trend indicate the Contractor is unlikely to expend at least 99% by February 28, 2023, CSD will notify the Contractor no later than February 10, 2022 requesting the Contractor submit a request to expend beyond February 28, 2023.

9.5.3 Contractor’s Upcoming Program Year SLIHEAP Performance Allocation Methodology

CSD shall determine Contractors upcoming program year SLIHEAP Contract Allocation Methodology based on performance expenditure requirements in Section 9.5.2. and distributed according to the following criteria:

9.5.3.1 Category A: If Contractor meets the performance requirements by February 28, 2023 and reported no later than March 31, 2023, Contractor will receive their full allocation and a percentage of any redistributed funds not allocated to another contractor that fall into Category C, in Section 9.5.3.2.

9.5.3.2 Category C: If Contractor does not expend at least 99 percent of their allocation by February 28, 2023 and reported no later than March 31, 2023, the 2023 SLIHEAP allocation will be offset by the balances remaining recorded as of the February 28, 2023 expenditure period reported no later than March 31, 2023.

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CERTIFICATIONS AND ASSURANCES

ARTICLE 10 - FEDERAL AND STATE POLICY PROVISIONS

10.1 Certifications

10.1.1 Contractor's signature affixed to this Contract shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following:

10.1.1.1 Drug-Free Workplace Requirements, Contract Certification Clauses 04/2017 (CCC-04/2017)

10.1.1.2 National Labor Relations Board Certification (CCC-04/2017)

10.1.1.3 Expatriate Corporations (CCC-04/2017)

10.1.1.4 Domestic Partners (CCC-04/2017)

10.1.1.5 Labor Code/Workers' Compensation (CCC-04/2017)

10.1.1.6 Americans with Disabilities Act (CCC-04/2017)

10.1.1.7 Contractor Name Change (CCC-04/2017)

10.1.1.8 Resolution (CCC-04/2017)

10.1.1.9 Air or Water Pollution Violation (CCC-04/2017)

10.1.1.10 Safeguarding Access to State Data (Department of Finance, Budget Letter 04-35)

10.1.1.11 Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Office of Information Security and Privacy Protection, Management Memo 08-11).

10.1.2 The above documents are hereby incorporated by reference into this Contract. To access these documents, please visit the CSD Local Agencies Portal at <https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx>.

10.1.3 Executive Order N-6-22 – Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to

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terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

10.2 Provisions for Federally Funded Grants

10.2.1 Contractor certifies that it possesses legal authority to apply to the State for LIHEAP funds and assures compliance with the purposes as set forth in 42 USC §§ 8621 et seq., as amended.

10.2.2 Eligibility to Receive Federally Funded Public Benefits

Pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) (Public Law (Pub. L.) 104-193), as amended, and Executive Order W13596, dated August 27, 1996, while in effect, applicants for federally funded public benefits are required to provide proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status. (8 USC §§ 1611, 1612, & 1642.) Contractor shall verify client eligibility in accordance with CSD Applicant Verification of Eligibility Procedures and Regulations, forms, and other written guidance provided by CSD.

10.2.3 Under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) Section 508, and NO VERIFICATION REQUIREMENT FOR NONPROFIT CHARITABLE ORGANIZATIONS, Section 432 (d) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 USC § 1642 et seq.) as amended, Nonprofit Charitable Organizations are exempt from the requirement to determine, verify, or otherwise require proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status of any applicant for such benefits in providing any Federal public benefit (as defined in 8 USC § 1611(c)) or any State or local public benefit (as defined in 8 USC § 1621(c)). (Pub. L. 104-208, Title V, Section 508; and 8 USC § 1642(d)).

10.2.4 Federal Funding Accountability and Transparency Act reporting requirement (FFATA) (Pub. L. 109-282).

Pursuant to the FFATA, CSD is required to report information regarding contractors (sub-awardees) receiving LIHEAP funds. Contractor must complete CSD form 279 and return with the Contract to enable CSD to comply with FFATA reporting requirements.

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CSD may issue guidance and/or Amendment(s) to this Contract, establishing additional reporting requirements as necessary to ensure compliance with the FFATA or other Federal and State regulations, as applicable.

10.2.5 Salary Limitation – Federal Executive Level II. Federal funds for grant programs consistently include a provision as part of the Consolidated Appropriations Act of 2017 (Pub. L. 115-31) from Congress that the amount that “shall be used to pay the salary of an individual, through the grant or other extramural mechanism” including non-federal share, must not exceed the amount of the Federal Executive Level II salary for that calendar year. This amount is published annually by the U.S. Office of Personnel Management and can be found on their website at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>. This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties of the non-Federal entities organization. This salary limitation also applies to subawards, contracts, and subcontracts under an ACF grant or cooperative agreement.

10.2.5.1 Federal Funds Accountability and Transparency Act (FFATA) Requirements. Awards under these programs are included under the provisions of P.L. 109-282, the “Federal Funds Accountability and Transparency Act of 2006” (FFATA). Under this statute, the grant recipient is required to report information regarding executive compensation and all subawards, contracts, and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsrs.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.

10.2.6 Human Trafficking Provisions. Contractor is subject to the requirements of Section 106(g) of the “Trafficking Victims Protection Act of 2000” (22 USC § 7104). The full text of this requirement can be found at <https://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>.

10.2.7 Prohibition on Use or Procurement. Pursuant to the “Prohibition on certain telecommunications and video surveillance services or equipment” (2 CFR § 200.216), contractors are prohibited from expending grant funds on “equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)”. The full text of this requirement can be found at [Electronic Code of Federal Regulations \(eCFR\)](#).

10.3 Federal Certifications Regarding Debarment, Suspension, and Related Matters

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Contractor hereby certifies to the best of its knowledge that it or any of its officers, or any subcontractors:

- 10.3.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 10.3.2 Have not within a three year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 10.3.3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Section 10.3.2 above of this certification; and
- 10.3.4 Have not within a three-year period preceding this Contract had one or more public (federal, state, or local) transactions terminated for cause or default.
- 10.3.5 If any of the above conditions are true for the Contractor or any of its officers, Contractor shall describe such condition and include it as an attachment to the Contract. Based on the description, CSD in its discretion may decline to execute this Contract or set further conditions for this Contract. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Contract, and CSD may terminate this Contract for cause immediately pursuant to the termination provisions of State and federal law governing the Low-Income Home Energy Assistance Program.
- 10.3.6 As provided in this article, Contractor must certify in writing to the best of its knowledge that any subcontractor(s) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

10.4 Affirmative Action Compliance

- 10.4.1 Each contractor or subcontractor with 50 or more employees and a contract of \$50,000 or more shall be required to develop a written Affirmative Action Compliance Program.
- 10.4.2 The written program shall follow the Equal Employment Opportunity clause obligations set forth in Title 41 of the Code of Federal Regulations, Section 60-1.40 through 60-1.47, Sections 60-2.10 through 60-2.32, and Sections 60-741.40 through

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60-741.47.

- 10.4.3 Each contractor or subcontractor with less than 50 employees shall comply with Executive Order 11246, Part II, Section 202, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

10.5 Nondiscrimination Compliance

- 10.5.1 Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.

- 10.5.2 Contractor hereby certifies compliance with the following:

- 10.5.2.1 Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity;
- 10.5.2.2 Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §§ 2000d et seq. and 2000e et seq.);
- 10.5.2.3 The Rehabilitation Act of 1973, as amended (29 USC §§ 701 et seq.);
- 10.5.2.4 Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 USC § 4211 et seq.; 41 CFR Part 60-300);
- 10.5.2.5 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (41 CFR Subtitle B, Chapter 60, as amended); and
- 10.5.2.6 Americans with Disabilities Act of 1990 (Pub. L. 101-336, 42 USC § 12101).

10.6 Contractor Fair Hearing - Civil Rights Act Violation

- 10.6.1 In the event of any violation or alleged violation of Title VI of the Civil Rights Act of 1964, as amended, (42 USC § 2000d et seq.) Contractor has the right to request a fair hearing in response to such violation or alleged violation within 30 calendar days from the date of such action.
- 10.6.2 The State shall conduct such fair hearing in accordance with Title 45, Code of Federal Regulations, Part 81.

10.7 Specific Assurances

SUBVENTION CONTRACT

10.7.1 Pro-Children Act of 1994

- 10.7.1.1 This Contract incorporates by reference all the nonsmoking policy provisions set forth in the Pro-Children Act of 1994 (20 USC § 6083). In accordance with Title XII of Public Law 103-227, the “PRO-KIDS Act of 1994,” smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State, Territories, local and Tribal governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, subawards, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.
- 10.7.1.2 The above language must be included in any subawards that contain provisions for children’s services and that all subawards shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children’s services and that all subcontractors shall certify compliance accordingly.

10.7.2 American-Made Equipment/Products

Contractor shall assure, pursuant to the Buy American Act of 1933 (41 USC § 8301 et seq.), to the extent practicable, that all equipment and products purchased with funds made available under this Contract shall be American made.

10.7.3 Federal and State Occupational Safety and Health Statutes

Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes: the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Health & Safety Code §§ 25249.5 et seq.); Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program) (60 FR 25492, codified at 40 CFR Part 273); and California Workers’ Compensation laws (Labor Code §§ 3200 et seq.).

10.7.4 Political Activities

- 10.7.4.1 Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Contract.
- 10.7.4.2 Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide

SUBVENTION CONTRACT

similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Contract.

10.7.5 Lobbying Activities

10.7.5.1 Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Contract or any other fund, programs, projects, or activities that flow from this Contract.

10.7.5.2 If Contractor engages in lobbying activities, Contractor shall complete, sign and date the CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, as required by the HHS (45 CFR Part 93, Appendix A).

SUBVENTION CONTRACT**ARTICLE 11 - GENERAL TERMS AND CONDITIONS GTC 04/2017**

Contractor may find the required California General Terms and Conditions (GTC 04/2017) at the following web address:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

Click the “GTC 04/2017” link to download the current requirements.

SUBVENTION CONTRACT

ARTICLE 12 - DEFINITIONS

All terms used in this Contract shall be those as defined in applicable federal and state law (see 42 USC §§ 8621 et seq. and Government Code § 16367.5) and regulation (see 45 CFR Part 96 and 22 CCR § 100800), or as more specifically defined as:

Administrative Costs: Actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, facilities, utilities, office and computer equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program. Includes incurred costs associated with participation and attendance to policy advisory committee meetings and workgroups.

Amendment: A formal change to the Contract of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Contract.

Authorized Agent: The duly authorized representative of the Board of Directors of Contractor and duly elected or appointed, qualified, and acting officer of CSD. In the case of Contractor, CSD shall be in receipt of board resolution affirming an agent's representative capacity to bind Contractor to the terms of this Contract.

CSD Program Advisory (CPA): The purpose of the CPA is to provide information, correct problems, contradictions and uncertainty. A CPA serves as short-term guidance to inform or direct immediate action to correct a problem or provide relief from an obligation.

CSD Program Notice (CPN): The purpose of the CPN is to supplement contractual requirements and facilitate program implementation. A CPN serves as long term guidance to summarize or interpret regulations or contract requirements.

California Energy Commission (CEC) Climate Zone: The CEC established 16 climate zones that represent a geographic area and that have a particular weather pattern. These climate zones are based on energy use, temperature, weather, and other factors that determine the types of building standards that are subject to the Title 24 Energy Efficiency Standards and that dictate the energy conservation measures that must be installed in a weatherized dwelling, as required by law.

Certification Date: The date the applicant is deemed eligible and the Contractor commits to provide services. The certification date should not be before the intake date.

Certified Translator: A translator that has been certified to translate a specific language and are often members of a professional translation association such as American Translators Association and American Literary Translators Association, etc.

Children: Members of a household who have not attained their 19th birthday.

SUBVENTION CONTRACT

Client Education/Counseling: Includes, but is not limited to, providing client with written information describing energy-saving behavioral adjustments that will decrease the energy consumption of the household; providing client with resource information, referral, and budget counseling in order to assist clients in achieving self-sufficiency.

Client Intake: Includes, but is not limited to, the process of completing an intake form and reviewing applicant documentation in order to verify eligibility.

Client Needs Assessment: The act of acquiring additional and appropriate information from an eligible client to determine the needs that can be served by Contractor and other available programs after eligibility has been established.

Contract: The complete contents of this contract entered into by and between CSD and Contractor, including all rights, duties, and obligations, whether expressed or implied, required toward the legal performance of the terms hereof.

Contract Allocation: The actual amount of funds available to Contractor under this Contract, as calculated pursuant to Title 22, California Code of Regulations, Section 100830 after CSD receives the notice of grant award for the full annual allocation based on the appropriation by Congress for the Federal Fiscal Year, and as publicly announced by CSD's Director or designee, subsequent to the execution of this Contract.

Contractor: The entity (partnership, corporation, agency, or association) designated on the face sheet (STD 213) of this Contract.

CORE: Combined Output Reporting Engine (CORE) System: Software used by CSD's Local Service Providers to submit Utility Assistance, Wood, Propane, and Oil transaction records for validation and further processing.

Crisis: Weather-related and/or supply-shortage emergencies and other household energy-related emergencies that negatively impact the energy-related economic conditions of low-income households. A crisis can be caused by:

- a. Cold or hot weather-related events, such as flood, earthquake, tornado, hurricane, ice storm/freeze; or events meeting such other criteria as the Governor, and/or the President of the United States, at their discretion, and/or their designee, including CSD, may determine to be appropriate; or
- b. Geopolitical events, such as wars, terrorism, civil disturbances, and embargoes, including geopolitical events that negatively impact the energy-related economic conditions of low-income households.

CSD: The State of California Department of Community Services and Development.

SUBVENTION CONTRACT

Database Transfer: A method wherein contractors utilize a local database platform to provide CSD with downloaded client and other program data.

DOE: The United States (U.S.) Department of Energy that provides funds for the Weatherization Assistance Program for Low-Income Persons. This program is authorized by Title IV of the Energy Conservation and Production Act (Pub. L. 94-385). The federal regulations for this program are in 10 CFR Part 440.

EHA-16: A term used to reference Emergency Crisis Intervention Program, Home Energy Assistance Program and Assurance-16 service components.

Elderly: An individual 60 years of age or older.

Electronic File: A contract or other record created, generated, sent, communicated, received, or stored by electronic means.

Emergency: Meets the federal definition at 42 USC § 8622(1) and shall be defined as being any one or more of the following conditions:

- a. A natural disaster (whether or not officially declared);
- b. A significant home energy supply shortage or disruption;
- c. An official declaration of a significant increase in:
 - i. Home energy costs;
 - ii. Home energy disconnection;
 - iii. Enrollment in public benefit programs; or
 - iv. Unemployment and layoffs;
- d. An official emergency declaration by the Secretary of Health and Human Services.

In those situations where there is not an official federal, state, or local declaration of emergency, e.g., an undeclared natural disaster or a significant home energy supply shortage or disruption that affects a low-income individual, an emergency will be deemed to exist by CSD where there is imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

SUBVENTION CONTRACT

Energy Burden: The expenditures of the household for home energy divided by the income of the household.

General Operating Costs: Costs that are directly allocable to those costs defined as related facilities, office and computer equipment, office supplies, telephone and travel as allowable program costs.

Highest Home Energy Needs: The home energy requirements of a household determined by taking into account both the energy burden of such household and the unique situation of such household that results from having members of vulnerable populations, including very young children (0-5), individuals with disabilities, and frail, older individuals (60+).

Intake Date: The date the Contractor receives or accepts the application.

Interest Income: The interest earned by a Contractor directly generated or earned as a result of unexpended SLIHEAP grant funds at the end of a contract term period. The interest earned by a Contractor is income generated as a result of depositing federal funds in an interest-bearing account.

Liability Insurance: Insurance coverage to protect against claims alleging one's negligence or inappropriate action resulting in bodily injury or property damage. Related costs shall mean those actual costs allocated for insurance bonds, general liability insurance, and pollution occurrence insurance. Pollution occurrence insurance is optional.

Maximum Amount: The dollar amount reflected on line 3 of the face sheet (STD 213) of this Contract, as amended to reflect the Final Allocation for the term of this Contract.

Migrant Farm Worker: A seasonal farm worker who performs or has performed farm work during the eligibility determination period (any consecutive 12 month period within the 24 month period preceding application for program benefits and/or services) that requires travel such that the worker is unable to return to his/her domicile (permanent place of residence) within the same day. Migrant farm worker is not a term used in the contract but is captured for reporting purposes in EARS and Intake Form (CSD 43).

Modification: An immaterial change to this Contract that does not require an Amendment.

Natural Disaster: A weather event (relating to cold or hot weather), flood, earthquake, tornado, hurricane, or ice storm, or an event meeting such other criteria as the Secretary of Federal Department of Health and Human Service, in the discretion of the Secretary, may determine to be appropriate. For the purpose of the CSD Disaster Relief Plan, emergency services may be provided to low-income individuals and families affected by a natural disaster when the event is declared by a Presidential or Gubernatorial Order as a Federal or State Emergency.

Definitions

SUBVENTION CONTRACT

Nonprofit charitable organization: Is defined by the Internal Revenue Code, Section 501(c) (3) (26 USC § 501(c)(3)). Section 501(c) (3) is a tax law provision granting exemption from the federal income tax to nonprofit organizations. 501(c)(3) exemptions may apply to corporations, and any community chest, fund, or foundation, organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, or educational purposes, or to foster national or international amateur sports competition, or for the prevention of cruelty to children or animals.

Outreach and Its Related Costs: Outreach activities are designed to ensure that eligible households, especially households with elderly and/or disabled individuals with high home energy burdens, are made aware of the assistance available. Costs relating to these activities may include: developing outreach materials (flyer/brochure information packets), advertising costs, printing costs, outreach mailers to targeted households, travel to outreach sites and related facilities, site costs, and the referral of eligible households to assistance providers in the community. Intake and assisting with the completion of an intake form are not considered outreach or a related cost.

Parties: CSD on behalf of the State of California, and the Contractor.

Pledge: A guarantee of payment or promise to pay made by the Contractor to the Utility Company via phone, fax, e-mail or webservice and guaranteed by CSD.

Pledge Date: The date in which the Contractor contacts the Utility Company via phone, fax, e-mail or webservice to pledge a payment on behalf of the applicant.

Pledge Timeframe: A set length of time, beginning on the date the Contractor makes the pledge and ends after a fixed number of days.

Program: HEAP, ECIP, and Assurance 16 services provided under 42 USC §§ 8621 et seq., as amended.

Program Income: Program income means gross income earned by Contractor that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in 45 CFR § 75.307(f). "During the period of performance" is the time between the time in which the CSD may incur new obligation to carry out the work authorized under the award.

Seasonal Farm Worker: A person who during the eligibility determination period (any 12 month period within the 24 month period preceding application for program benefits and/or services) was employed at least 25 days in farm work or earned at least \$400 in farm work and who has been primarily employed in farm work on a seasonal basis, without a constant year-round salary. Seasonal farm worker is not a term used in the Contract but is captured for reporting purposes in EARS and Intake Form (CSD 43).

State: The State of California Department of Community Services and Development.

Definitions

SUBVENTION CONTRACT

Subcontractor: An entity (partnership, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Contract.

Subcontract: A separate contract or agreement entered into by and between Contractor and Subcontractor to fulfill direct program or administrative tasks in support of this Contract.

Utility Assistance Funding: The portion of SLIHEAP funding used to provide utility assistance services under ECIP Fast Track and HEAP Electric and Gas. These funds are administered by Contractor but paid to eligible clients – or to utility companies on the client’s behalf – by CSD from Contractor’s allocated amount of funding.

Vendor: An individual, sole proprietorship, firm, partnership, corporation, or any other business venture from which materials and goods are supplied and purchased.

Vulnerable Populations: Young children (ages 5 years or under), disabled, and elderly persons (ages 60 or older).

Wood Propane and Oil (WPO): The portion of the SLIHEAP funding to carry out the provisions of WPO SLIHEAP services and activities of this Contract.

Workers’ Compensation: Insurance that covers medical and rehabilitation costs and lost wages for employees injured at work. Workers’ compensation shall mean those actual costs associated with workers’ compensation coverage for program staff whose salaries and wages are chargeable under program costs.

SUBVENTION CONTRACT

ARTICLE 13 - TABLE OF FORMS AND DOCUMENTS INCORPORATED BY REFERENCE

The following forms and documents are available on the CSD Local Agencies Portal at <https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx>.

13.1 Forms to be returned with signed contract:

- 13.1.1 Certification Regarding Lobbying/Disclosure of Lobbying Activities;
- 13.1.2 Agency Staff and Board Roster (CSD 188);
- 13.1.3 Federal Funding Accountability and Transparency Act Report (CSD 279); and
- 13.1.4 2022 SLIHEAP Production Plan (CSD 622).

13.2 The following documents are hereby incorporated by this reference:

- 13.2.1 2022 SLIHEAP Numbers, Contractors, and Service Territories;
- 13.2.2 Agency Local Plan;
- 13.2.3 State Administrative Manual Section 5300 at <http://sam.dgs.ca.gov/TOC/5300.aspx>;
- 13.2.4 State Information Management Manual at http://www.cio.ca.gov/Government/IT_Policy/SIMM.html;
- 13.2.5 Supplemental Audit Guide;
- 13.2.6 Training Requirements Matrix; and
- 13.2.7 Direct Pay Utility Pledge Timeframe.

13.3 The following CPA's and CPN's are hereby incorporated by reference:

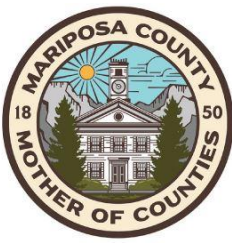
- 13.3.1 [CPA-A-12-01](#) Program Procedure Guidance with NCB Procurement Worksheet;
- 13.3.2 [CPA-E-18-005](#) Expenditure Reconciliation Policy and Procedure;
- 13.3.3 [CPN-A-17-01](#) Equipment Use and Disposition Requirements;
- 13.3.4 [CPN-A-18-01](#) Program Income;

Table of Forms and Documents Incorporated by Reference

SUBVENTION CONTRACT

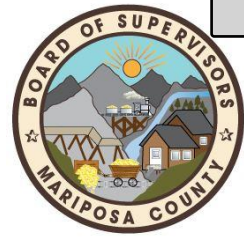
- 13.3.5 [CPN-E-19-001](#) Working Capital Advance;
- 13.3.6 [CPN-E-19-002](#) Energy Reimbursement Policies and Procedures;
- 13.3.7 [CPA-E-20-01](#) COVID-19 Guidance and Program Relief
 - 14.3.7.1 [CPA-E-20-01E](#) Guidance and Program Relief for LSPs Impacted by COVID-19
- 13.3.8 [CPA-A-20-02](#) Administrative Relief from Loss of Operations Due to COVID-19 Crisis
- 13.3.9. [CPN-E-20-03E7](#) Payment of Wages and Benefits COVID-19 Errata 7
- 13.3.10 [CPN-E-20-05](#) Transferring Funds
- 13.3.11 [CPA-E-20-09](#) Raising Procurement Levels

Table of Forms and Documents Incorporated by Reference



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2022-512

MEETING: September 13, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Agreement Between Mariposa County and Santa Clara County

RECOMMENDATION AND JUSTIFICATION:

Ratify a Transfer Agreement Between the County of Mariposa and the County of Santa Clara (CSC) to transfer ownership to Mariposa County of the fifteen (15) trailers identified by VIN number.

Mariposa County represents and CSC acknowledges that the trailers are intended to be initially used by Mariposa County to provide temporary emergency housing to victims of the Oak Fire.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Board of Supervisors does not have a prior history with County of Santa Clara for this purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Non-ratification of the agreement eliminates an optimal solution in the County's relief efforts for individuals most negatively impacted by the Oak Fire.

FINANCIAL IMPACT:

This Agreement has no impact to the General Fund.

ATTACHMENTS:

final MOU Santa Clara (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

TRANSFER AGREEMENT

The County of Mariposa, a political subdivision of the State of California, hereafter referred to as "Mariposa County," and the County of Santa Clara, a political subdivision of the State of California, hereafter referred to as "CSC" hereby enter into this Transfer Agreement.

1. Subject to the terms of this agreement, CSC hereby transfers ownership to Mariposa County of the fifteen (15) trailers identified by VIN number in the attached Exhibit A, and Mariposa County hereby accepts ownership of the trailers.
2. The transfer of the trailers shall be deemed to have taken place when Mariposa County, or Mariposa County's contracted transportation company, initiates removal of the trailers from CSC's property. Any and all damage to the property of CSC caused by Mariposa County's, or its contracted transportation company's, negligence or actions in the removal of the trailers from CSC's property shall be repaired, replaced or reimbursed by Mariposa County at Mariposa County's sole cost and expense. Repairs and replacements shall be completed within 72 hours of the incident unless the CSC requests or agrees to an extension or another time frame.
3. CSC, BEING NOT THE MANUFACTURER, THE SUPPLIER, OR THE DEALER IN THE EQUIPMENT, MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS DESIGN, ITS CAPACITY, ITS PERFORMANCE, ITS MATERIAL, ITS WORKMANSHIP, ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT IT WILL MEET THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS, OR CONTRACTS WHICH PROVIDE FOR SPECIFIC APPARATUS OR SPECIAL METHODS. MARIPOSA COUNTY HEREBY ACCEPTS THE TRAILERS "AS IS" WITHOUT WARRANTY AND WAIVES, RELEASES, AND DISCHARGES CSC, AS WELL AS MEMBERS OF ITS BOARD, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, AND ASSIGNS FROM AND AGAINST ANY AND ALL LIABILITIES THAT ARE RELATED IN ANY WAY TO ANY CLAIMS, INJURIES, LOSSES, (INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH OR PROPERTY DAMAGE), CAUSES OF ACTION, DAMAGES, JUDGMENTS, COSTS, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, REGARDLESS OF CAUSE OR FAULT. THE PROVISIONS OF THIS AGREEMENT REFLECT THE ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY INTENDED BY THE PARTIES. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.
4. Mariposa County expressly waives any and all rights under Section 1542 of the Civil Code of the State of California, or any other federal or state statutory rights or rules, or principles of common law or equity, or those of any jurisdiction, government, or political subdivision, similar to Section 1542 ("Similar Provision"). Thus, Mariposa County may not invoke the benefits of Section 1542 or any Similar Provision in order to prosecute or assert in any manner any claims released.
 - a. Section 1542, provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exists in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

5. Mariposa County shall be responsible for the administrative paperwork to evidence the transfer of title in the trailers to reflect Mariposa County as the registered owner of the trailers. Proof of the transfer of title paperwork must be provided to CSC within thirty (30) days of the execution of this agreement.
6. Mariposa County represents and CSC acknowledges that the trailers are intended to be initially used by Mariposa County to provide temporary emergency housing to victims of the Oak Fire.
7. Mariposa County acknowledges that the California Department of General Services approved the donation of the trailers to CSC on February 26, 2020, pursuant to Executive Order N-23-20, contingent upon the satisfaction of the criteria of Section 4 of the Executive Order. Mariposa County agrees to use the trailers in accordance with California's Executive Order N-23-20, including but not limited to (i) to provide, at no cost or other consideration to recipients, emergency housing and the delivery of health and social services to individuals and families in furtherance of the goals and requirements of paragraph 4 of such order, and (ii) to regularly and publicly report data based on the accountability metrics referenced in paragraph 1 of such order.
8. Mariposa County shall indemnify, defend and hold harmless CSC, its officers, employees and agents, from any third party claims arising from the use of the trailers after trailers are transferred from CSC to Mariposa County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for CSC. Mariposa County shall reimburse CSC for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Mariposa County contests its obligation to indemnify, defend and/or hold harmless CSC under this Agreement and does not prevail in that contest.

9. The contact for CSC shall be:

Hilary Barroga
Program Manager III
Office of Supportive Housing
150 W. Tasman Drive
San Jose, CA 95134
(408) 278-6421
hilary.barroga@hhs.sccgov.org

10. The contact for Mariposa County shall be:

Julianne Simms, LCSW
Division Director, Human Services
Health and Human Services Agency
5362 Lemee Lane, Mariposa CA 95338
(209) 742-0889

jsims@mariposacounty.org

11. This agreement shall be interpreted in accordance with the laws of the State of California. Proper venue for legal action regarding this agreement shall be in the County of Santa Clara. EACH OF THE PARTIES CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, LOCATED IN SANTA CLARA COUNTY, CALIFORNIA.
12. This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.
13. Unless otherwise prohibited by law or CSC policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the CSC.

IN WITNESS WHEREOF, each party has executed this agreement as of the date set forth below such party's signature below:

COUNTY OF MARIPOSA, a political subdivision of the State of California

DocuSigned by:



98490711719A4CB...

Joe Lynch

Director, Mariposa County Health and Human Services Agency

Date: 8/11/2022

COUNTY OF SANTA CLARA, a political subdivision of the State of California

DocuSigned by:



21E905DBD1084D7...

Dr. Jeffrey V. Smith

County Executive

Date: 8/12/2022

APPROVED AS TO FORM:

DocuSigned by:



F6A416F06B304BF...

Steve Dahlem, County Counsel

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:



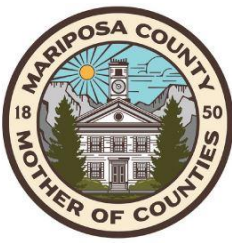
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Aaron Voit, Deputy County Counsel

Attachment: final MOU Santa Clara (RES-2022-512 : Agreement Between Mariposa County and Santa Clara County)

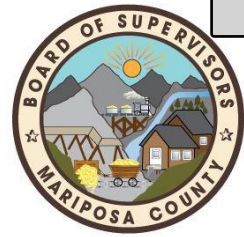
Exhibit A

Equip. Name or #	Make	Model	Year	VIN
Travel Trailer	Coachmen	Freedom Express	2019	5ZT2FEPB1LW009284
Travel Trailer	Coachmen	Freedom Express	2019	5ZT2FEPB3LW009285
Travel Trailer	Coachmen	Freedom Express	2019	5ZT2FEPB5LW009322
Travel Trailer	Coachmen	Freedom Express	2019	5ZT2FEPB8LW009282
Travel Trailer	Coachmen	Freedom Express	2019	5ZT2FEPB2LW009326
Travel Trailer	Coachmen	Freedom Express	2019	5ZT2FEPB0LW009289
Travel Trailer	Coachmen	Freedom Express	2019	5ZT2FEPB7LW009323
Travel Trailer	Coachmen	Freedom Express	2019	5ZT2FEPB6LW009331
Travel Trailer	Coachmen	Freedom Express	2019	5ZT2FEPB1LW009317
Travel Trailer	Coachmen	Freedom Express	2019	5ZT2FEPB2KW007638
Travel Trailer	Coachmen	Freedom Express	2019	5ZT2FEPB4LW009277
Travel Trailer	Coachmen	Freedom Express	2019	5ZT2FEPB9LW009288
Travel Trailer	Forest River	Wildwood X-Lite	2018	4X4TWDZ27JE032563
Travel Trailer	Forest River	Wildwood X-Lite	2018	4X4TWDZ25JE032562
Travel Trailer	Forest River	Wildwood X-Lite	2018	4X4TWDX26JE032069



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



D.20

RESOLUTION - ACTION REQUESTED 2022-513

MEETING: September 13, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Agreement Between Mariposa County and San Diego County

RECOMMENDATION AND JUSTIFICATION:

Approve a Transfer Agreement Between the County of Mariposa and the County of San Diego (San Diego) to transfer ownership to Mariposa County of two (2) trailers identified by VIN number; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Mariposa County represents and San Diego acknowledges that the trailers are intended to be initially used by Mariposa County to provide temporary emergency housing to victims of the Oak Fire.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Board of Supervisors does not have a prior history with County of San Diego for this purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Non-approval of the agreement eliminates an optimal solution in the County's relief efforts for individuals most negatively impacted by the Oak Fire.

FINANCIAL IMPACT:

This Agreement has no impact to the General Fund.

ATTACHMENTS:

Agreement with County of San Diego (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

AGREEMENT FOR TEMPORARY USE OF SAN DIEGO COUNTY TRAILERS BY MARIPOSA COUNTY

This agreement ("Agreement") is entered into by and between the County of San Diego Office of Emergency Services ("San Diego"), and The County of Mariposa ("Mariposa"), each a political subdivision of the State of California. San Diego and Mariposa may each be referred to individually as "**Party**" and collectively as the "**Parties**".

RECITALS

- A. Whereas, Mariposa is authorized to provide emergency services within the jurisdiction of Mariposa County;
- B. Whereas, Mariposa wishes to use two (2) San Diego-owned travel trailers ("Trailers") to provide temporary housing for victims of the Oak Fire in Mariposa County;
- C. Whereas, San Diego is willing to permit Mariposa to use its Trailers subject to the terms and conditions contained in this Agreement; and
- D. Whereas, this License shall consist of this document, Exhibit A "Equipment List", and Exhibit B "Marking of County Vehicles and Mobile Equipment".

NOW THEREFORE, in consideration of the above recitals and the mutual obligations of the Parties as herein expressed, the Parties hereto mutually agree as follows:

- 1. TRAILERS. San Diego hereby agrees to allow Mariposa temporary use of the Trailers identified in Exhibit A in accordance with the terms of this Agreement. Mariposa shall facilitate the transportation of two (2) San Diego trailers for the purpose of providing temporary housing for victims of the Oak Fire in Mariposa County. Transfer of the trailers, identified by VIN number in the attached Exhibit A, fully incorporated herein, shall be deemed to have taken place when Mariposa's contracted transportation company removes them from San Diego property.
- 2. TERM. This Agreement shall be effective as of August 29, 2022, and remain in full force and effect for a period of five (5) years, terminating on August 29, 2027. Upon expiration of this Agreement, Mariposa shall have 30 days to deliver the Trailers to San Diego.
- 3. USE. Mariposa shall use the Trailers for the sole purpose of providing temporary housing to victims of the Oak Fire.
- 4. MAINTENANCE, REPAIR, AND REPLACEMENT.
 - a. All maintenance, repairs, and replacements of the Trailers shall be conducted by Mariposa.
 - b. Mariposa shall act consistent with San Diego's Administrative Code Section 398.10.1, *Marking of County Vehicles and Mobile Equipment*, attached as Exhibit B, and shall not

make modifications, changes, adjustments or additions to the Trailers, including attaching decals or stickers to the Trailers, without San Diego's prior written approval.

5. REPORT OF ACCIDENTS. Mariposa shall immediately notify San Diego of any vehicle accidents involving the Trailers, and provide any related documents requested by San Diego to San Diego within 24 hours of the accident.
6. INSURANCE PROTECTION. Prior to delivery of the Trailers, Mariposa will provide a certified copy of Mariposa's insurance policy evidencing that Mariposa has obtained for the period of the Agreement, at its sole expense, insurance in the following forms of coverage and minimum amounts specified from insurance carriers with a Best's Rating of not less than A, VII or a company of equal financial stability approved in writing by San Diego's Risk Management Division.
 - a. An occurrence policy of Commercial General Liability insurance including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability insuring Mariposa against liability for bodily injury, personal injury or property damage arising out of or in connection with Mariposa's performance of work or service under this Agreement of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. San Diego, its officers, agents, employees, and volunteers shall be added as Additional Insured by separate endorsement to Mariposa's insurance (at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used).
 - b. Statutory Worker's Compensation, as required by State of California and Employer's Liability at \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Diego.
 - c. Comprehensive Automobile Liability that lists San Diego as additional insured covering all owned, non-owned and hired vehicles for bodily injury and property damage of not less than \$5,000,000 each accident.
 - d. Automobile Physical Damage providing ACV Comprehensive and Collision coverage on County vehicle, coverage shall include a Loss Payable clause to San Diego.
 - e. Certificates of insurance provided by Mariposa must evidence that the insurer providing the policy will give San Diego 30 days' written notice of cancellation in accordance with the policy provisions.
 - f. San Diego shall retain the right to review the coverage, form and amount of insurance required herein and may require Mariposa to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required. Mariposa shall permit

San Diego to inspect any required insurance policy, including endorsements required by these specifications.

- g. Mariposa may, fulfill some or all of the insurance requirements contained in this License under a plan of self-insurance with written consent from San Diego. Mariposa shall only be permitted to utilize such self-insurance if in the opinion of San Diego's Risk Manager, Mariposa's (i) net worth, and (ii) reserves for payment of claims of liability, are sufficient to adequately compensate for the lack of other insurance coverage required by this License. Mariposa's utilization of self-insurance shall not in any way limit liabilities assumed by Mariposa under the License.
- h. For any claims related to this Agreement, Mariposa's insurance coverage, including any excess liability policies, shall be primary insurance at least as broad as ISO CG 2001 04 13 as respects San Diego, the members of the Board of Supervisors of San Diego and the officers, agents, employees and volunteers of San Diego, individually and collectively. Any insurance or self-insurance maintained by San Diego, its officers, employees, or volunteers shall be excess of Mariposa's insurance and shall not contribute with it.
- i. If Mariposa maintains broader coverage and/or higher limits than the minimums shown above, San Diego requires and shall be entitled to the broader coverage and/or higher limits maintained by Mariposa. As a requirement of this License, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to San Diego.

7. INDEMNITY.

- a. Claims Arising From Sole Acts or Omissions of San Diego. San Diego hereby agrees to defend, indemnify, and hold harmless Mariposa, their agents, officers and employees (collectively referred to in this paragraph 8 only as "Mariposa"), from any claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively referred to as "Claims") against Mariposa, arising solely and either directly or indirectly out of the acts or omissions of San Diego in the performance of this License. At its sole discretion, Mariposa may participate at its own expense in the defense of any Claim, but such participation shall not relieve San Diego of any obligation imposed by this License. Mariposa shall notify San Diego promptly of any Claim and cooperate fully in the defense.
- b. Claims Arising From Sole Acts or Omissions of Mariposa. Mariposa hereby agrees to defend, indemnify, and hold harmless San Diego, its elected officials, agents, officers and employees (hereinafter collectively referred to as "SD"), from any Claim against San Diego, arising solely and either directly or indirectly out of the acts or omissions of Mariposa in the performance of this Agreement. At its sole discretion, San Diego may participate at its own expense in the defense of any Claim, but such participation shall not relieve Mariposa of any obligation imposed by this Agreement. San Diego shall

notify Mariposa promptly of any Claim and cooperate fully in the defense.

- c. Claims Arising From Concurrent Acts or Omissions. San Diego hereby agrees to defend itself, and Mariposa hereby agrees to defend itself, from any Claim arising out of the concurrent acts or omissions of the Parties. In such cases, Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 8.e. of this License.
 - d. Joint Defense. Notwithstanding paragraph 8.c. above, in cases where the Parties agree in writing to a joint defense, the Parties may appoint joint defense counsel to defend a Claim arising out of the concurrent acts or omissions of Parties. Joint defense counsel shall be selected by mutual agreement of Parties. The Parties agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 8.e. of this Agreement. The Parties further agree that neither Party may bind the other to a settlement agreement without the written consent of both Parties.
 - e. Reimbursement and Reallocation. Where a trial verdict or arbitration award allocates or determines the comparative fault of the Parties, the Parties may seek reimbursement and/or reallocation of defense costs, judgments, settlement payments, and awards consistent with such comparative fault.
8. OTHER AGREEMENTS. Nothing in this Agreement shall limit the Parties from participating in other agreements with other jurisdictions, nor has any Party entered any agreement that prevents it from participating in and fully complying with the terms of this Agreement.
 9. ENTIRE AGREEMENT AND AMENDMENT. This Agreement constitutes the entire agreement between the Parties and supersedes all previous oral and/or written understandings, representations, or agreements related to the subject of the Agreement. This Agreement may be amended only by the Parties' written consent.
 10. ASSIGNMENT. This Agreement shall not be assigned by any Party without first obtaining the express written consent of the other Party.
 11. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the applicable laws of the State of California.
 12. AUTHORITY TO ENTER INTO AGREEMENT. Each Party warrants that it has the authority to enter into this Agreement by its respective governing body.
 13. MEET AND CONFER. The Parties shall make their best efforts to informally resolve any disputes that occur under this Agreement by good faith negotiations whenever possible. Disputes shall first be subjected to a process of meeting and conferring in good faith in order to foster a spirit of cooperation and efficiency in the administration of the terms, provisions, and conditions of this Agreement.

- a. Either Party shall give the other, as soon as possible after the event giving rise to the concern, a written notice setting forth, with specificity, the issues to be resolved and requesting a Meet and Confer. Said notice shall suggest a date and time for the meeting, which shall be held not less than fifteen (15) business days after the notice is delivered, unless the Parties agree in writing that there is a good cause to extend this time limit.
- b. To the extent possible, the Meet and Confer participants shall have authority to resolve the matters at issue.
- c. The Meet and Confer, including proceedings or discussions concerning the proposed Meet and Confer, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during a Meet and Confer by any Party or a Party's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding, including non-binding arbitration, involving the parties; provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the Meet and Confer.
- d. Absent mutual consent of the Parties, if a noticed meeting fails to commence within the fifteen (15) day period, or if a reasonable attempt to schedule or reschedule the meeting has not been made within those fifteen (15) days, then the Meet and Confer obligation imposed under this paragraph 14 shall be deemed to have been satisfied and the Parties shall be free to pursue their rights and remedies herein, unless the reason for such failure to Meet and Confer is the refusal of the party asserting a claim against the other to participate in the Meet and Confer, in which event said claim will be deemed to have been waived.

14. CLAIMS.

- a. In any court action brought pursuant to this License, no Party shall be entitled to consequential damages, punitive damages, or lost profits, or to recover attorney fees and costs, except as otherwise provided by law or elsewhere in this Agreement.
- b. The Trailers shall be transferred to Mariposa with no express or implied warranties. San Diego makes no representation that the Trailers can be operated in any capacity. Mariposa shall accept the trailers in "as is" condition. Mariposa releases San Diego from any and all claims or defect of the Trailers or due to failure of the trailers to perform as intended by Mariposa.
- c. Mariposa expressly waives any and all rights under Section 1542 of the Civil Code of the State of California, or any other federal or state statutory rights or rules, or principles of common law or equity, or those of any jurisdiction, government, or political

subdivision, similar to Section 1542 ("Similar Provision"). Thus, Mariposa may not invoke the benefits of Section 1542 or any similar provision in order to prosecute or assert in any manner any claims released.

d. Section 1542, provides as follows:

- i. "A general release does not extend to claims which the creditor does not know or suspect to exists in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

15. ASSIGNMENT. Parties shall not assign or transfer any interest in this Agreement.

16. NOTICE. Any notice or notices required or permitted to be given pursuant to this Agreement shall be served personally by the party giving notice, by email (only when the recipient acknowledges receipt via responding email), or by U.S. mail, postage prepaid, addressed to:

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

County of San Diego
Office of Emergency Services
5580 Overland Ave, Suite 100
San Diego, CA 92123

17. EARLY TERMINATION. Either party may terminate this Agreement upon thirty (30) days' written notice. Mariposa shall have 30 days to deliver the Trailers to San Diego upon termination of the Agreement.

The Parties have caused this License to be executed by their duly authorized representatives.

The County of Mariposa

The County of San Diego

By:

By:

Rosemarie Smallcombe
Supervisor, District 1

Jeff Toney, Director of the Office of
Emergency Services

Approved as to form:

Exhibit A

YR/Make/Model: 2020 Forest River Wildwood
VIN: 4X4TWDY20LE034448
Equipment Type: RV Camper Trailer

YR/Make/Model: 2020 Forest River E-Pro
VIN: 5ZT2FSHC4L3011795
Equipment Type: RV Camper Trailer

Exhibit B

San Diego County Code of Regulatory Ordinances

SEC. 398.10.1. MARKING OF COUNTY VEHICLES AND MOBILE EQUIPMENT.

All County vehicles shall be conspicuously marked with County-approved insignia, the words “For Official Use Only” and a County vehicle number. Such markings shall be readily removable to preserve the resale value. No other markings or signs are permitted unless approved by the Director. The Director may exempt vehicles from such marking if necessary for law enforcement, investigatory or other special purposes.

(Added by Ord. No. 5185 (N.S.), effective 8-21-78; amended by Ord. No. 7308 (N.S.), effective 7-2-87; amended by Ord. No. 8029 (N.S.), effective 2-20-92; amended by Ord. No. 10157 (N.S.), effective 9-10-11)

AGREEMENT FOR LOAN OF COUNTY TRAILERS_Mariposa_SanDiego_8-29-22

Final Audit Report

2022-08-29

Created:	2022-08-29
By:	Daniel Vasquez (Daniel.Vasquez@sdcounty.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7dcCgusxaWgPeKG977-5Np0OXX2B_UIV

"AGREEMENT FOR LOAN OF COUNTY TRAILERS_Mariposa_SanDiego_8-29-22" History

-  Document created by Daniel Vasquez (Daniel.Vasquez@sdcounty.ca.gov)
2022-08-29 - 9:23:35 PM GMT- IP address: 170.213.22.155
-  Document emailed to Jeff Toney (Jeff.Toney@sdcounty.ca.gov) for signature
2022-08-29 - 9:24:54 PM GMT
-  Email viewed by Jeff Toney (Jeff.Toney@sdcounty.ca.gov)
2022-08-29 - 9:25:19 PM GMT- IP address: 170.213.22.134
-  Document e-signed by Jeff Toney (Jeff.Toney@sdcounty.ca.gov)
Signature Date: 2022-08-29 - 10:09:55 PM GMT - Time Source: server- IP address: 170.213.22.134
-  Agreement completed.
2022-08-29 - 10:09:55 PM GMT



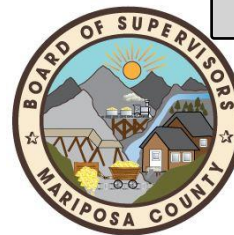
Powered by
Adobe
Acrobat Sign

Attachment: Agreement with County of San Diego (RES-2022-513 : Agreement Between Mariposa County and San Diego County)



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2022-514

MEETING: September 13, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Budget Action #3 to Balance HHSA Budgets for FY21-22 Year-End

RECOMMENDATION AND JUSTIFICATION:

Approve Budget Action adjusting Realignment appropriations and associated transfer-in revenue and appropriations within the Health and Human Services Agency (HHSA) Mental Health Budget for Fiscal Year 2021-2022 Year-End Balancing (\$39,748).

BACKGROUND AND HISTORY OF BOARD ACTIONS:

This budget action increases Realignment fund 3393-402 client treatment appropriations and decreases transfer-out appropriations and decreases the associated transfer-in revenue and salary appropriations within the Health and Human Services Agency (HHSA) Mental Health Budget 1001-402. Client treatment expenses charged to fund 3393 exceeded the estimated budget for FY21-22.

In the normal course of business, the Agency must request Budget Actions to balance the various HHSA funds to close out the fiscal year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this budget action is not approved, the Agency will be unable to pay expenses and balance the budgets in the affected funds for FY21-22 year end.

FINANCIAL IMPACT:

This budget action increases Realignment fund 3393 client treatment appropriations and decreases transfer-out appropriations and decreases the associated transfer-in revenue and salary appropriations within the Health and Human Services Agency (HHSA) Mental Health Budget 1001-402. There is no impact to the County General Fund.

ATTACHMENTS:

2022 End of the year Mental Health Realignment Budget Action #3 20220826 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3393	402	80111	Transfer Out			39,748
3393	402	60541	Client - Treatment Facilities		39,748	
1001	402	49101	Transfer In - General			(39,748)
1001	402	51111	Regular salaries and wages			39,748
2022 End of the year Mental Health Realignment Budget Action #3 20220826						
TOTALS					39,748	39,748

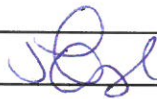
TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
TOTALS					0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE



DATE 8/31/22

AUDITOR SIGNATURE

DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE

DATE

APPROVED BY RES NO.

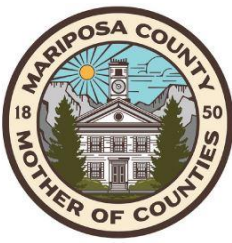
CLERK

DATE

DEPARTMENT

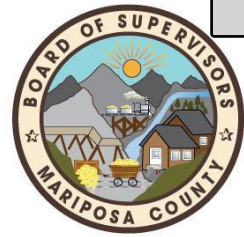
 AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020



MARIPOSA COUNTY

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



RESOLUTION - ACTION REQUESTED 2022-515

MEETING: September 13, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Richard Roesch Lease Agreement with Health and Human Services Agency for the Coulterville Office

RECOMMENDATION AND JUSTIFICATION:

Approve a Lease Agreement with Richard Roesch for 5026 Broadway in an Amount Not to Exceed \$7,800 for the Health and Human Services Agency to Operate an Office in Coulterville; and Authorize the Board of Supervisors Chair to Sign the Lease Agreement.

The Agency leases office space to provide a wide range of services for clients living on the north side of the County. This location provides mental health counseling, alcohol and drug services, energy assistance, weatherization, and eligibility for human services division programs.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The current lease was approved by the Board of Supervisors on June 15, 2021, by Resolution 2021-346.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this lease is not approved, it will be more difficult for North County residents to access Agency services.

FINANCIAL IMPACT:

The lease cost is \$650.00 per month. This lease cost is budgeted in the HHSA Administration budget unit 001-0507. There is no impact on General Fund dollars.

ATTACHMENTS:

Richard Roesch Lease Agreement 2023 - July 20 2022 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into in the County of Mariposa, State of California, as of _____, by and between Richard Roesch, hereinafter referred to as **LESSOR**, and the County of Mariposa, hereinafter referred to as **LESSEE**.

WITNESSETH

WHEREAS, LESSOR owns real property located in the County of Mariposa commonly known as 5026 Broadway, Coulterville, California; and identified as APN 012-040-055.

WHEREAS, the parties wish to provide for the leasing of said property by the **LESSOR** to the **LESSEE**;

**FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS
HEREINAFTER CONTAINED, IT IS AGREED AS FOLLOWS:**

1. **PREMISES**: The leased **PREMISES** is the real property located in the County of Mariposa commonly known as 5026 Broadway, Coulterville, California.
2. **CONSIDERATION**: For and in consideration of Six Hundred Fifty Dollars and no cents Dollars (\$650.00) per month. **LESSOR** agrees to lease the real property described above commencing July 1, 2022 and terminating on June 30, 2023. This Lease is renewable thereafter as mutually agreed by the **LESSOR** and **LESSEE**.
3. **USE**: The **PREMISES** which are the subject of this Lease shall be used as an office. **LESSEE** hereby warrants that it is an office.
4. **COMPLIANCE WITH LAW**: **LESSEE** shall comply with all laws, ordinances, rules, regulations and requirement of county, state and federal government, or of any

department, bureau or official thereof having jurisdiction.

5. **INSPECTION BY CERTIFIED ACCESS SPECIALIST:** As required by California Civil Code section 1938, **LESSOR** represents that premises have not undergone inspection by a Certified Access Specialist (CASp).

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

6. **ASSIGNMENT:** Except as expressly provided herein, **LESSEE** shall not assign this Lease nor any right hereunder, nor sublet the **PREMISES**, nor any part thereof, or suffer any other person to occupy the said **PREMISES** or any portion thereof without prior written consent of the **LESSOR**, which consent shall not be unreasonably withheld. Any such assignment, subletting or occupation by any other person without such consent shall be void, and shall at the option of **LESSOR** terminate this Lease. This provision does not prohibit the **LESSEE** from renting or allowing other parties to utilize the **PREMISES** for permitted functions and events.

7. **IMPROVEMENTS, CONSTRUCTION, ALTERATION, REMOVAL:** **LESSEE** may maintain on the **PREMISES** improvements as necessary to facilitate the use of the **PREMISES**. Any such structure and/or alteration shall remain the sole and separate property of **LESSEE** and at the termination of this Lease shall be removed at the **LESSEE'S** expense within a reasonable time or disposed of as otherwise mutually agreed by **LESSEE** and **LESSOR**.

8. **MAINTENANCE AND REPAIR:** **LESSEE** will be responsible for all maintenance and repairs of **LESSEE** installed interior improvements. **LESSEE** agrees to maintain the **PREMISES** in a clean and orderly condition at all times, and in accordance with safety and fire codes and other applicable federal and state laws and ordinances of the County of Mariposa. **LESSOR** shall notify the **LESSEE** in writing of any necessary maintenance or repair of any structure placed on the leased **PREMISES** by **LESSEE**. **LESSOR** shall maintain and repair all structures and utilities, including but not limited to heat, air conditioning, water, and sewer. Failure to repair and maintain the **PREMISES** shall be a breach of this Lease and **LESSEE** may at its option terminate this Lease.

9. **RIGHT OF RE-ENTRY OF LESSOR:** It is expressly agreed that in the event **LESSEE** creates or causes any breach of this Lease, **LESSOR** shall have the right and option to re-enter said **PREMISES**, take possession thereof, and remove all persons as provided by law.

10. **SURRENDER OF POSSESSION:** At the expiration of this Agreement, **LESSEE** promises and agrees to deliver unto **LESSOR** the Leased **PREMISES** in as good condition as at the date of execution of this Agreement, reasonable wear and tear excepted.

11. **INDEMNITY:** **LESSEE** agrees to indemnify, protect, defend and hold **LESSOR** and its officers, agents and employees, free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of **LESSEE'S** use or the use of any guests, invitees or agents of **LESSEE** of the leased **PREMISES**. Upon demand **LESSEE** shall, at its own expense, defend **LESSOR**, and its officers, agents and employees, against any and all such liabilities, claims, demands, actions, losses, damages, and costs of any type or nature arising from the sole negligence of **LESSEE**. **LESSOR** shall indemnify, protect, defend, and hold **LESSEE** and its officers, agents, and employees free and harmless from any and all liabilities, claims, demands, actions,

losses, damages and costs of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of, or in any way related to **LESSOR'S** obligations to maintain and repair the **PREMISES**, or any negligence of **LESSOR**, or any structural or other defects of the **PREMISES**.

12. **INSURANCE:** **LESSEE** will provide insurance coverage as of the commencement of this Lease and during any right of occupancy of the leased **PREMISES** and shall maintain coverage in full force and in effect until the termination of this Lease Agreement as follows:

A. **General Liability and Bodily Insurance:** **LESSEE** shall obtain and keep in full force and effect general liability coverage of at least One Million Dollars (\$1,000,000) combined limit for bodily injury and property damage.

13. **CHANGE OF ADDRESS:** It shall be **LESSOR'S** responsibility to inform **LESSEE** of any change of address.

14. **INSPECTION:** **LESSOR** shall be permitted to enter and view the **PREMISES** at any reasonable time for the purpose of inspecting or maintaining such **PREMISES** and doing any and all things with reference thereto which the **LESSOR** is obligated to do.

15. **TERMINATION PRIOR TO EXPIRATION:**

A. The **LESSOR** shall have the right to terminate this Lease, on the occurrence of any of the following events:

(i) The failure of the **LESSEE** to perform or observe any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this Lease.

(ii) The abandonment of the leased **PREMISES**. Should this occur **LESSOR** shall not be responsible for the custodial protection of **LESSEE'S** abandoned property, fixtures or equipment.

B. **LESSEE** shall have the right to terminate this Lease upon sixty (60) days written notice.

C. It is mutually agreed that if **LESSEE**, during any fiscal year covered by this Agreement fails to appropriate sufficient funds to continue this Agreement, this Agreement shall be of no further force and effect. California State Constitution Article XVI section 18.

16. **BREACH:** In the event of breach of this Lease by **LESSEE**, **LESSOR** shall be entitled to all rights and remedies provided by law in addition to the specific remedies mentioned herein.

17. **PARTNERSHIP DISCLAIMER:** It is mutually understood and agreed that nothing in this Lease is intended to or shall be construed as in any way creating or establishing the relationship of partners between the parties hereto, or as constituting the **LESSEE** as an agent or representative of the **LESSOR** for any purpose or in any manner whatsoever.

18. **NOTICES:** Any notice to the **LESSEE** shall be sufficient if sent by certified mail, postage prepaid, addressed to County Administrative Officer, County of Mariposa, P.O. Box 784, Mariposa, CA 95338. Any notice to the **LESSOR** shall be sufficient if sent by certified mail, postage prepaid, addressed to 2537 Old San Pasqual Road, Escondido, CA 92027.

19. **NON-WAIVER:** Any waiver of breach of any covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

20. **SUCCESSOR:** This Lease shall be binding upon and inure to the benefit of all the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed the day and year first above written.

LESSOR:

LESSEE:

Richard Roesch, Owner

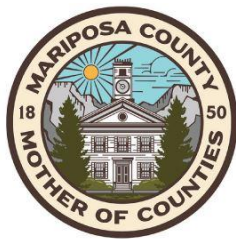
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

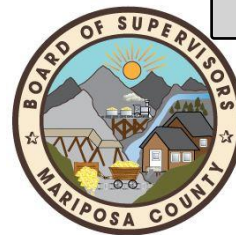
DANIELLE BONDSHU
Clerk of the Board

STEVEN W. DAHLEM
County Counsel



MARIPOSA COUNTY

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



D.23

RESOLUTION - ACTION REQUESTED 2022-516

MEETING: September 13, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: California DHCS Multi-Year Agreement 22-20113 with Behavioral Health

RECOMMENDATION AND JUSTIFICATION:

Approve Five-Year Agreement No. 22-20113 with the State Department of Health Care Services Authorizing Mariposa County Health and Human Services Agency (HHSA) to Provide Specialty Mental Health Services; and Authorize the HHSA Director to Sign the Agreement, the Contractor Certification Clauses form, and Any Subsequent Amendments (Subject to Approval as to Legal Form by County Counsel).

This contract renews an agreement with the State Department of Health Care Services (DHCS) which enables HHSA to provide mental health services to Medi-Cal Beneficiaries and claim Medi-Cal reimbursement. The term of this Agreement is July 1, 2022 through June 30, 2027.

This contract will allow HHSA to submit Medi-Cal claims for Specialty Mental Health Services for Medi-Cal eligible recipients.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The most recent Agreement (17-94593) was approved by the Board on July 10, 2018, Resolution 2018-324.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Without this Agreement in place, Behavioral Health will be unable to serve Medi-Cal beneficiaries and claim Medi-Cal Federal reimbursement.

FINANCIAL IMPACT:

Under this Agreement, Behavioral Health provides services to Medi-Cal beneficiaries and receives the federal share of reimbursement. This Agreement provides the primary revenue source for Behavioral Health. There is no impact on the general fund.

ATTACHMENTS:

STD 213 v2 (1) (PDF)

5.0 Exhibit D(F) Mariposa (PDF)

4.0 2022-27 Mariposa MHP Contract Renewal - Exhibit B FINAL 22-20113 (PDF)

3.0 2022-27 Mariposa MHP Contract Renewal - Exhibit A FINAL 22-20113 (PDF)

9.0 CCC 042017 (PDF)

7.0 2022-27 Mariposa MHP Contract Renewal - Exhibit F FINAL 22-20113 (PDF)

REF ID# 13298

6.0 2022-27 Mariposa MHP Contract Renewal - Exhibit E FINAL 22-20113 (PDF)

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

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

AGREEMENT NUMBER

22-20113

PURCHASING AUTHORITY NUMBER

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

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTOR NAME

County of Mariposa

2. The term of this Agreement is:

START DATE

July 1, 2022

THROUGH END DATE

June 30, 2027

3. The maximum amount of this Agreement is:

\$0.00 (Zero Dollars and Zero Cents)

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

Exhibits	Title	Page
Exhibit A	Scope of Work	2
Exhibit A -	Organization and Administration	6
Exhibit A -	Scope of Services	10
+ - Exhibit A - Attachment	Financial Requirements	5
+ - Exhibit A - Attachment	Management Information Systems	3
+ - Exhibit A - Attachment	Quality Improvement System	6
+ - Exhibit A - Attachment	Utilization Management Program	3
+ - Exhibit A - Attachment	Access and Availability of Resources	5
+ - Exhibit A - Attachment	Provider Network	12
+ - Exhibit A - Attachment	Documentation Requirements	1
+ - Exhibit A - Attachment	Coordination and Continuity of Care	3
+ - Exhibit A - Attachment	Information Requirements	12
+ - Exhibit A - Attachment	Beneficiary Problem Resolution	23
+ - Exhibit A - Attachment	Program Integrity	7
+ - Exhibit A - Attachment	Reporting Requirements	3
+ - Exhibit B	Budget Detail and Payment Provisions	6

Attachment: STD 213 v2 (1) (RES-2022-516 : California DHCS Multi-Year Agreement 22-20113 with Behavioral Health)

SCO 4260-2220113

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

AGREEMENT NUMBER

22-20113

PURCHASING AUTHORITY NUMBER

Exhibits	Title	Page
+ - Exhibit C *	General Terms and Conditions (04/2017)	
+ - Exhibit D (F)	Special Terms and Conditions (Notwithstanding Provisions 2, 3, 4, 6, 8, 13, 15, 23, 26, 30, and 31 which do not apply to this agreement.)	39
+ - Exhibit E	Additional Provisions	17
+ - Exhibit E Attachment	Definitions	6
+ - Exhibit E Attachment	Service Definitions	6
+ - Exhibit F	Privacy and Security Provisions	6

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

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

County of Mariposa

CONTRACTOR BUSINESS ADDRESS

PO Box 99

CITY

Mariposa

STATE

CA

ZIP

95

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1501 Capitol Ave, MS 4200

CITY

Sacramento

STATE

CA

ZIP

95

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

WIC 14703

Attachment: STD 213 v2 (1) (RES-2022-516 : California DHCS Multi-Year Agreement 22-20113 with Behavioral Health)

Special Terms and Conditions

(For federally funded service contracts or agreements and grant agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Health Care Services", "California Department of Health Services", "Department of Health Care Services", "Department of Health Services", "CDHCS", "DHCS", "CDHS", and "DHS" shall all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements	20. Debarment and Suspension Certification
2. Travel and Per Diem Reimbursement	21. Smoke-Free Workplace Certification
3. Procurement Rules	22. Covenant Against Contingent Fees
4. Equipment Ownership / Inventory / Disposition	23. Payment Withholds
5. Subcontract Requirements	24. Performance Evaluation
6. Income Restrictions	25. Officials Not to Benefit
7. Audit and Record Retention	26. Four-Digit Date Compliance
8. Site Inspection	27. Prohibited Use of State Funds for Software
9. Federal Contract Funds	28. Use of Small, Minority Owned and Women's Businesses
10. Termination	29. Alien Ineligibility Certification
11. Intellectual Property Rights	30. Union Organizing
12. Air or Water Pollution Requirements	31. Contract Uniformity (Fringe Benefit Allowability)
13. Prior Approval of Training Seminars, Workshops or Conferences	32. Suspension or Stop Work Notification
14. Confidentiality of Information	33. Public Communications
15. Documents, Publications, and Written Reports	34. Compliance with Statutes and Regulations
16. Dispute Resolution Process	35. Lobbying Restrictions and Disclosure Certification
17. Financial and Compliance Audit Requirements	
18. Human Subjects Use Requirements	
19. Novation Requirements	

1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, 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, 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, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. 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, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. 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) 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.

- e. 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 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.
- f. 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 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.
- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to 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 Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect,

as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. Equipment/Property definitions

Wherever the term equipment and/or property is used, the following definitions shall apply:

(1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

(2) **Minor equipment/property:** A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

b. Government and public entities (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. Nonprofit organizations and commercial businesses, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

(1) Equipment/property purchases shall not exceed \$50,000 annually.

To secure equipment/property above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property

- purchased by or through DHCS shall be deducted from the funds available in this Agreement. Contractor shall submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.
- (2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:
- (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
- (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
- (c) Procurements shall be conducted in a manner that provides for all of the following:
- [1] Avoid purchasing unnecessary or duplicate items.
- [2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
- [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of

dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.

- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

- a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement shall be considered state equipment and the property of DHCS.

(1) Reporting of Equipment/Property Receipt

DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager.

(2) Annual Equipment/Property Inventory

If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
 - (b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.
 - (c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.
- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
 - c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
 - d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
- (1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.
- e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.
 - f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and shall, at that time, query DHCS as

to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions shall be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

g. Motor Vehicles

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.

- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - [3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
 - (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
 - (2) DHCS may identify the information needed to fulfill this requirement.
 - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 - (a) A local governmental entity or the federal government,
 - (b) A State college or State university from any State,
 - (c) A Joint Powers Authority,
 - (d) An auxiliary organization of a California State University or a California community college,
 - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
 - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - (g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
 - (h) Entities and/or service types identified as exempt from advertising and competitive bidding in [State Contracting Manual Chapter 5 Section 5.80 Subsection B.2.](#)
- b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
 - (1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
- e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)
- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

- f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Termination

a. For Cause

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the

State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State shall pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

b. For Convenience

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least ninety (90) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

11. Intellectual Property Rights

a. Ownership

- (1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come

into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

- (a) For the purposes of the definition of Intellectual Property, “works” means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS’ Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS’ Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party’s license agreement.
- (4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS’ exclusive rights in the Intellectual Property, and in assuring DHCS’ sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS’ Intellectual Property rights and interests.

b. Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other

matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHCS' prior written approval; and (ii) granting to or obtaining for DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and DHCS determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to DHCS.

f. Warranties

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
 - (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
 - (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.
 - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) DHCS makes no warranty that the intellectual property resulting from this agreement does not infringe upon any patent, trademark, copyright or the like, now existing or subsequently issued.

g. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based

on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.

- (2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

12. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt by law.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

13. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

14. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

15. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

16. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her

designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.
- c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.
- d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

17. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - (1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement;*** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement,*** the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90) and expends \$750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:***

- (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
- (4) If the Contractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
 - e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
 - f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
 - g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
 - h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

18. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

19. Novation Requirements

If the Contractor proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

20. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376

- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.
 - (6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

21. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. 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.
- b. 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.
- c. 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.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

22. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

23. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

24. Performance Evaluation

(Not applicable to grant agreements.)

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

25. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

26. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

27. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

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

28. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- a. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- b. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- d. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- e. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

29. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

30. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

31. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
 - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
 - (2) Director's and executive committee member's fees.
 - (3) Incentive awards and/or bonus incentive pay.
 - (4) Allowances for off-site pay.
 - (5) Location allowances.
 - (6) Hardship pay.
 - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
 - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

- d. To be an allowable fringe benefit, the cost must meet the following criteria:
 - (1) Be necessary and reasonable for the performance of the Agreement.
 - (2) Be determined in accordance with generally accepted accounting principles.
 - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.
- f. Earned/Accrued Compensation
 - (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
 - (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
 - (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

32. Suspension or Stop Work Notification

- a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.
 - (1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
 - (2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:
 - (a) Cancel, extend, or modify the suspension or stop work notification; or
 - (b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.
- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.
- d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

- f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

33. Public Communications

“Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

- a. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices.”

34. Compliance with Statutes and Regulations

- a. The Contractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement.
- b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431, subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR Part 434; Title 45 CFR Part 75, subpart D; and Title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

35. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

- a. Certification and Disclosure Requirements
 - (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled “Certification Regarding Lobbying”) that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
 - (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled “Standard Form-LLL ‘disclosure of Lobbying Activities’”) if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
- (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

Attachment 1
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor	Printed Name of Person Signing for Contractor
Contract / Grant Number	Signature of Person Signing for Contractor
Date	Title

After execution by or on behalf of Contractor, please return to:

California Department of Health Care Services

DHCS reserves the right to notify the contractor in writing of an alternate submission address.

**Attachment 2
CERTIFICATION REGARDING LOBBYING**

Approved by OMB (0348-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

1. Type of Federal Action:		2. Status of Federal Action:		3. Report Type:	
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award		☐ a. initial filing ☐ b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.	
4. Name and Address of Reporting Entity:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:		
☐ Prime ☐ Subawardee Tier ____, if known:					
Congressional District, If known:			Congressional District, If known:		
6. Federal Department/Agency			7. Federal Program Name/Description:		
			CDFA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known:		
10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.					
Signature:					
Print Name:					
Title:					
Telephone Number:					
Date:					
Federal Use Only			Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)		

Attachment: 5.0 Exhibit D(F) Mariposa (RES-2022-516 : California DHCS Multi-Year Agreement 22-20113 with Behavioral Health)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

- 10.(a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
- 11.The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Payment Provisions

This program may be funded using one or more of the following funding sources: funds distributed to the counties from the Mental Health Subaccount, the Mental Health Equity Subaccount, and the Vehicle License Collection Account of the Local Revenue Fund, funds from the Mental Health Account and the Behavioral Health Subaccount of the Local Revenue Fund 2011, funds from the Mental Health Services Fund, and any other funds from which the Controller makes distributions to the counties in compliance with applicable statute and regulations including Welf. & Inst. Code §§ 5891, 5892 and 14705(a)(2). These funding sources may be used by the Contractor to pay for services and then certify as public expenditures in order to be reimbursed federal funds.

2. Budget Contingency Clause

This provision is a supplement to provision number nine (Federal Contract Funds) in Exhibit D(F) which is attached hereto as part of this Contract.

A. Federal Budget

If federal funding for FFP reimbursement in relation to this contract is eliminated or substantially reduced by Congress, the Department and the Contractor each shall have the option either to cancel this contract or to propose a contract amendment to address changes to the program required as a result of the elimination or reduction of federal funding.

B. Delayed Federal Funding

The Contractor and the Department agree to consult with each other on interim measures for program operation that may be required to maintain adequate services to beneficiaries in the event that there is likely to be a delay in the availability of federal funding.

3. Federal Financial Participation

Nothing in this contract shall limit the Contractor's ability to submit claims for appropriate FFP reimbursement based on actual, total fund expenditures for any covered services or quality assurance, utilization review, Medi-Cal Administrative Activities and/or administrative costs. In accordance the Welf. & Inst. Code § 14705(c), the Contractor shall ensure compliance with all requirements

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

necessary for Medi-Cal reimbursement for these services and activities. Claims for FFP reimbursement shall be submitted by the Contractor to the Department for adjudication throughout the fiscal year. Pursuant to the Welf. & Inst. Code § 14705(d), the Contractor shall certify to the state that it has incurred public expenditures prior to requesting the reimbursement of federal funds.

4. Audits and Recovery of Overpayments

- A. Pursuant to Welf. & Inst. Code § 14707, in the case of federal audit exceptions, the Department will follow federal audit appeal processes unless the Department, in consultation with the County Behavioral Health Director's Association of California, determines that those appeals are not cost beneficial.
 - 1) Whenever there is a final federal audit exception against the State resulting from a claim for federal funds for an expenditure by individual counties that is not federally allowable, the department may offset federal reimbursement and request the Controller's office to offset the distribution of funds to the Contractor from the Mental Health Subaccount, the Mental Health Equity Subaccount and the Vehicle License Collection Account of the Local Revenue Fund; funds from the Mental Health Account and the Behavioral Health Subaccount of the Local Revenue Fund 2011; and any other mental health realignment funds from which the Controller makes distributions to the counties by the amount of the exception. The Department shall provide evidence to the Controller that the county had been notified of the amount of the audit exception no less than 30 days before the offset is to occur.
 - 2) The Department will involve the Contractor in developing responses to any draft federal audit reports that directly impact the county.
- B. Pursuant to Welf. & Inst. Code § 14718(b)(2), the Department may offset the amount of any federal disallowance, audit exception, or overpayment against subsequent claims from the Contractor.
 - 1) The Department may offset the amount of any state disallowance, audit exception, or overpayment for fiscal years through and including 2010-11 against subsequent claims from the Contractor.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

- 2) Offsets may be done at any time, after the department has invoiced or otherwise notified the Contractor about the audit exception, disallowance, or overpayment. The Department shall determine the amount that may be withheld from each payment to the mental health plan.
 - 3) The maximum withheld amount shall be 25 percent of each payment as long as the Department is able to comply with the federal requirements for repayment of FFP pursuant 42 United States Code (U.S.C.) §1396b(d)(2)). The Department may increase the maximum amount when necessary for compliance with federal laws and regulations.
- C. Pursuant to the Welf. & Inst. Code § 14170, cost reports submitted to the Department are subject to audit in the manner and form prescribed by the Department. The year-end cost report shall include both Contractor's costs and the costs of its subcontractors, if any. Contractor and its subcontractors shall be subject to audits and/or reviews, including client record reviews, by the Department. In accordance with the Welf. & Inst. Code § 14170, any audit of Contractor's cost report shall occur within three years of the date of receipt by the Department of the final cost report with signed certification by the Contractor's Mental Health Director and one of the following: (1) the Contractor's Chief Financial Officer (or equivalent), (2) an individual who has delegated authority to sign for, and reports directly to the Contractor's Chief Financial Officer, or (3) the county auditor controller, or equivalent. Both signatures are required before the cost report shall be considered final. For purposes of this section, the cost report shall be considered audited once the Department has informed the Contractor of its intent to disallow costs on the cost report, or once the Department has informed the Contractor of its intent to close the audit without disallowances.
- D. If the adjustments result in the Department owing FFP to the Contractor, the Department shall submit a claim to the federal government for the related FFP within 30 days contingent upon sufficient budget authority.
5. **Claims Adjudication Process**

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

- A. In accordance with the Welf. & Inst. Code §14705(c), claims for federal funds in reimbursement for services shall comply with eligibility and service requirements under applicable federal and state law.
- B. The Contractor shall certify each claim submitted to the Department in accordance with Cal. Code Regs., tit. 9, § 1840.112 and 42 C.F.R. § 433.51, at the time the claims are submitted to the Department. The Contractor's Chief Financial Officer or their equivalent, or an individual with authority delegated by the county auditor-controller, shall sign the certification, declaring, under penalty of perjury, that the Contractor has incurred an expenditure to cover the services included in the claims to satisfy the requirements for FFP. The Contractor's Mental Health Director or an individual with authority delegated by the Mental Health Director shall sign the certification, declaring, under penalty of perjury that, to the best of their knowledge and belief, the claim is in all respects true, correct, and in accordance with the law and meets the requirements of Cal. Code Regs., tit. 9, § 1840.112(b). The Contractor shall have mechanisms that support the Mental Health Director's certification, including the certification that the services for which claims were submitted were actually provided to the beneficiary. If the Department requires additional information from the Contractor that will be used to establish Department payments to the Contractor, the Contractor shall certify that the additional information provided is in accordance with 42 C.F.R. § 438.604.
- C. Claims not meeting federal and/or state requirements shall be returned to Contractor as not approved for payment, along with a reason for denial. Claims meeting all Health Insurance Portability and Accountability Act (HIPAA) transaction requirements and any other applicable federal or state privacy laws or regulations and certified by the Contractor in accordance with Cal. Code Regs., tit. 9, §1840.112, shall be processed for adjudication.
- D. Good cause justification for late claim submission is governed by applicable federal and state laws and regulations and is subject to approval by the Department.
- E. In the event that the Department or the Contractor determines that changes requiring a change in the Contractor's or Department's obligation must be made relating to either the Department's or the Contractor's

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

claims submission and adjudication systems due to federal or state law changes or business requirements, both the Department and the Contractor agree to provide notice to the other party as soon as practicable prior to implementation. This notice shall include information and comments regarding the anticipated requirements and impacts of the projected changes. The Department and the Contractor agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.

- F. The Contractor shall comply with Cal. Code Regs., tit. 9, § 1840.304, when submitting claims for FFP for services billed by individual or group providers. The Contractor shall submit service codes from the Health Care Procedure Coding System (HCPCS) published in the most current Mental Health Medi-Cal billing manual.

6. Payment Data Certification

The Contractor shall certify the data it provides to the Department to be used in determining payment of FFP to the Contractor, in accordance with 42 C.F.R. §§ 438.604 and 438.606.

7. System Changes

In the event changes in federal or state law or regulations, including court decisions and interpretations, necessitate a change in either the fiscal or program obligations or operations of the Contractor or the Department, or a change in obligation for the cost of providing covered services the Department and the Contractor agree to negotiate, pursuant to the Welf. & Inst. Code § 14714(c) regarding (a) changes required to remain in compliance with the new law or changes in existing obligations, (b) projected programmatic and fiscal impacts, (c) necessary contract amendments. To the extent that contract amendments are necessary, the parties agree to act to ensure appropriate amendments are made to accommodate any changes required by law or regulation.

8. Administrative Reimbursement

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

- A. The Contractor may submit claims for reimbursement of Medical Administrative Activities (MAA) pursuant to Welf. & Inst. Code § 14132.47. The Contractor shall not submit claims for MAA unless it has submitted a claiming plan to the Department which was approved by the Department and is effective during the quarter in which the costs being claimed were incurred. In addition, the Contractor shall not submit claims for reimbursements of MAA that are not consistent with the Contractor's approved MAA claiming plan. The Contractor shall not use the relative value methodology to report its MAA costs on the year-end cost report. Rather, the Contractor shall calculate and report MAA units on the cost report by multiplying the amount of time (minutes, hours, etc.) spent on MAA activities by the salary plus benefits of the staff performing the activity and then allocating indirect administrative and other appropriately allocated costs.
- B. Pursuant to the Welf. & Inst. Code § 14711(c), administrative costs shall be claimed separately in a manner consistent with federal Medicaid requirements and the approved Medicaid state plans and waivers and shall be limited to 15 percent of the total actual cost of direct client services. The cost of performing quality assurance and utilization review activities shall be reimbursed separately and shall not be included in administrative costs.

9. Notification of Request for Contract Amendment

In addition to the provisions in Exhibit E, Additional Provisions, both parties agree to notify the other party whenever an amendment to this contract is to be requested so that informal discussion and consultation can occur prior to a formal amendment process.

Exhibit A SCOPE OF WORK

1. Service Overview

The Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein.

The Contractor will provide or arrange for the provision of specialty mental health services to eligible Medi-Cal beneficiaries of Mariposa County within the scope of services defined in this contract.

2. Service Location

The services shall be performed at all contracting and participating facilities of the Contractor.

3. Service Hours

The services shall be provided on a 24-hour, seven (7) days a week basis.

4. Project Representatives

A. The project representatives during the term of this contract will be:

Department of Health Care Services Erika Cristo Telephone: (916) 713-8546 Email: Erika.Cristo@dhcs.ca.gov	County of Mariposa Baljit Hundal, Health Division Director Telephone: 209-742-0919 Fax: 209-966-8251 Email: bhundal@mariposacounty.org
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B. Direct all inquiries to:

Department of Health Care Services Medi-Cal Behavioral Health Division/Program Policy Section Attention: Dee Taylor 1501 Capitol Avenue, MS 2702 Sacramento, CA, 95814 Telephone: (916) 713-8509 Email: Dee.Taylor@dhcs.ca.gov	County of Mariposa Attention: Randy Ridenhour PO Box 99 Mariposa, CA 95338 Telephone: 209-742-0922 Fax: 209-966-8251 Email: rridenhour@mariposacounty.org
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**Exhibit A
SCOPE OF WORK**

- C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this contract.

5. General Authority

This Contract is entered into in accordance with the Welfare and Institutions (Welf. & Inst.) Code § 14680 through §14727. Welf. & Inst. Code § 14712 directs the California Department of Health Care Services (Department) to implement and administer Managed Mental Health Care for Medi-Cal eligible residents of this state through contracts with mental health plans. The Department and County of Mariposa agrees to operate the Mental Health Plan (MHP) for Mariposa County. No provision of this contract is intended to obviate or waive any requirements of applicable law or regulation, in particular, the provisions noted above. In the event a provision of this contract is open to varying interpretations, the contract provision shall be interpreted in a manner that is consistent with applicable law and regulation.

6. Electronic and IT Accessibility Requirements Under the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990

The Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations (C.F.R.), and the portions of the Americans with Disabilities Act of 1990 related to electronic and IT accessibility requirements and implementing regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

7. Services to be Performed

See Exhibit A, Attachments 1 through 14 for a detailed description of the services to be performed.

Exhibit A – Attachment 1 ORGANIZATION AND ADMINISTRATION

1. Implementation Plan

The Contractor shall comply with the provisions of the Contractor's Implementation Plan as approved by the Department, including the administration of beneficiary problem resolution processes. (California Code of Regulations (Cal. Code Regs.) Title (tit.) 9, §§ 1810.310, 1850.205-1850.208.) The Contractor shall obtain written approval by the Department prior to making any changes to the Implementation Plan as approved by the Department. The Contractor may implement the changes if the Department does not respond in writing within thirty calendar (30) days. (Cal. Code Regs. tit. 9, § 1810.310(c)(5).)

2. Prohibited Affiliations

- A. The Contractor shall not knowingly have any prohibited type of relationship with the following:
 - 1) An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)
 - 2) An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 C.F.R. 2.101, of a person described in this section. (42 C.F.R. § 438.610(a)(2).)
- B. The Contractor shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in federal health care programs (as defined in section 1128B(f) of the Social Security Act) under either Section 1128 (42 U.S.C. 1320a-7), 1128A (42 U.S.C. 1320a-7a), 1156 (42 U.S.C. 1320c-5), or 1842(j)(2) (42 U.S.C. § 1395u(j)(2)) of the Social Security Act. (42 C.F.R. §§ 438.214(d)(1), 438.610(b).)
- C. The Contractor shall not have types of relationships prohibited by this section with an excluded, debarred, or suspended individual, provider, or entity as follows:

**Exhibit A – Attachment 1
ORGANIZATION AND ADMINISTRATION**

- 1) A director, officer, agent, managing employee, or partner of the Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)
 - 2) A subcontractor of the Contractor, as governed by 42 C.F.R. § 438.230. (42 C.F.R. § 438.610(c)(2).)
 - 3) A person with beneficial ownership of 5 percent or more of the Contractor's equity. (42 C.F.R. § 438.610(c)(3).)
 - 4) An individual convicted of crimes described in section 1128(b)(8)(B) of the Act. (42 C.F.R. § 438.808(b)(2).)
 - 5) A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Contract. (42 C.F.R. § 438.610(c)(4).)
 - 6) The Contractor shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)
- D. The Contractor shall provide to the Department written disclosure of any prohibited affiliation identified by the Contractor or its subcontractors. (42 C.F.R. §438.608(c)(1).)

3. Delegation

Unless specifically prohibited by this contract or by federal or state law, the Contractor may delegate duties and obligations of Contractor under this contract to subcontracting entities if the Contractor determines that the subcontracting entities selected are able to perform the delegated duties in an adequate manner in compliance with the requirements of this contract. The Contractor shall maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with the Department, notwithstanding any

**Exhibit A – Attachment 1
ORGANIZATION AND ADMINISTRATION**

relationship(s) that the Mental Health Plan may have with any subcontractor. (42 C.F.R. § 438.230(b)(1).)

4. Subcontracts

- A. This provision is a supplement to provision number five (Subcontract Requirements) in Exhibit D(F) which is attached hereto as part of this contract. As allowed by provision five in Exhibit D(F), the Department hereby, and until further notice, waives its right to prior approval of subcontracts and approval of existing subcontracts.
- B. No subcontract terminates the legal responsibility of the Contractor to the Department to assure that all activities under this contract are carried out. (42 C.F.R. § 438.230(b).)
- C. All subcontracts shall be in writing.
- D. All subcontracts for inpatient and residential services shall require that subcontractors maintain necessary licensing and certification or mental health program approval.
- E. Each subcontract shall contain:
 - 1) The delegated activities and obligations, including services provided, and related reporting responsibilities. (42 C.F.R. § 438.230(c)(1)(i).)
 - 2) The subcontractor's agreement to perform the delegated activities and reporting responsibilities in compliance with the Contractor's obligations in this Contract. (42 C.F.R. § 438.230(c)(1)(ii).)
 - 3) Subcontractor's agreement to submit reports as required by the Contractor and/or the Department.
 - 4) The method and amount of compensation or other consideration to be received by the subcontractor from the Contractor.
 - 5) Requirement that the subcontract be governed by, and construed in accordance with, all laws and regulations, and all contractual obligations of the Contractor under this contract.

**Exhibit A – Attachment 1
ORGANIZATION AND ADMINISTRATION**

- 6) Requirement that the subcontractor comply with all applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions. (42 C.F.R. § 438.230(c)(2).)
- 7) Terms of the subcontract including the beginning and ending dates, as well as methods for amendment and, if applicable, extension of the subcontract.
- 8) Provisions for full and partial revocation of the subcontract, delegated activities or obligations, or application of other remedies permitted by state or federal law when the Department or the Contractor determine that the subcontractor has not performed satisfactorily. (42 C.F.R. § 438.230(c)(1)(iii).)
- 9) The nondiscrimination and compliance provisions of this contract.
- 10) A requirement that the subcontractor make all 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 the subcontract, or determinations of amounts payable, available at any time for inspection, examination or copying by the Department, CMS, HHS Inspector General, the United States Comptroller General, their designees, and other authorized federal and state agencies. (42 C.F.R. § 438.230(c)(3)(i)-(ii).) 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).) The Department, 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. The Department's inspection shall occur at the subcontractor's place of business, premises or physical facilities. (42 C.F.R. § 438.230(c)(3)(iv).)
- 11) Subcontractor shall maintain books and records of its work pursuant to its subcontract, in accordance with the general standards applicable to such book or record keeping, for a term of at least ten years from the close of the state fiscal year in which the subcontract was in effect. Subcontractor's agreement that

**Exhibit A – Attachment 1
ORGANIZATION AND ADMINISTRATION**

assignment or delegation of the subcontract shall be void unless prior written approval is obtained from the Contractor.

- 12) A requirement that the Contractor monitor the subcontractor's compliance with the provisions of the subcontract and this contract and a requirement that the subcontractor provide a corrective action plan if deficiencies are identified.
- 13) Subcontractor's agreement to hold harmless both the State and beneficiaries in the event the Contractor cannot or does not pay for services performed by the subcontractor pursuant to the subcontract.
- 14) Subcontractor's agreement to comply with the Contractor's policies and procedures on advance directives and the Contractor's obligations for Physician Incentive Plans, if applicable based on the services provided under the subcontract.

5. Accreditation Status

- A. The Contractor shall inform the Department whether it has been accredited by a private independent accrediting entity. (42 C.F.R. 438.332(a).)
- B. If the Contractor has received accreditation by a private independent accrediting entity, the Contractor shall authorize the private independent accrediting entity to provide the Department a copy of its most recent accreditation review, including:
 - 1) Its accreditation status, survey type, and level (as applicable);
 - 2) Accreditation results, including recommended actions or improvements, corrective action plans, and summaries of findings; and
 - 3) The expiration date of the accreditation. (42 C.F.R. § 438.332(b).)

6. Conflict of Interest

- A. The Contractor shall comply with the conflict of interest safeguards described in 42 Code of Federal Regulations part 438.58 and the

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prohibitions described in section 1902(a)(4)(C) of the Social Security Act. (42 C.F.R. § 438.3(f)(2).)

- B. The Contractor's officers and employees shall not have a financial interest in this Contract or a subcontract of this Contract made by them in their official capacity, or by any body or board of which they are members unless the interest is remote. (Gov. Code §§ 1090, 1091; 42 C.F.R. § 438.3(f)(2).)
- C. No public officials at any level of local government shall make, participate in making, or attempt to use their official positions to influence a decision made within the scope of this Contract in which they know or have reason to know that they have a financial interest. (Gov. Code §§ 87100, 87103; Cal. Code Regs., tit. 2, § 18704; 42 C.F.R. §§ 438.3(f)(2).)
 - 1) If a public official determines not to act on a matter due to a conflict of interest within the scope of this Contract, the Contractor shall notify the Department by oral or written disclosure. (Cal. Code Regs., tit. 2, § 18707; 42 C.F.R. § 438.3(f)(2).)
 - 2) Public officials, as defined in Government Code section 87200, shall follow the applicable requirements for disclosure of a conflict of interest or potential conflict of interest, once it is identified, and recuse themselves from discussing or otherwise acting upon the matter. (Gov. Code § 87105, Cal. Code Regs., tit. 2, § 18707(a); 42 C.F.R. § 438.3(f)(2).)
- D. The Contractor shall not utilize in the performance of this Contract any State officer or employee in the State civil service or other appointed State official unless the employment, activity, or enterprise is required as a condition of the officer's or employee's regular State employment. (Pub. Con. Code § 10410; 42 C.F.R. § 438.3(f)(2).)
 - 1) The Contractor shall submit documentation to the Department of employees (current and former State employees) who may present a conflict of interest.

Exhibit A – Attachment 2 SCOPE OF SERVICES

1. Criteria for Beneficiaries to Access Specialty Mental Health Services

Effective January 1, 2022, the Contractor shall implement the criteria for access to SMHS (except for psychiatric inpatient hospital and psychiatric health facility services) established below, update the Contractor's policies and procedures as needed to ensure compliance with this policy effective January 1, 2022, and communicate these updates to providers as necessary.

In addition, the Contractor shall update beneficiary handbooks, manuals, and related materials to ensure the criteria for SMHS for individuals under 21 years of age and for adults is accurately reflected in all materials, including materials reflecting the responsibility of Medi-Cal managed care plans and the Fee for Service delivery system for covering non-specialty mental health services.(BHIN 21-073).

A. Pursuant to Welf. & Inst. Code section 14184.402(a) the following definitions of "medical necessity" or "medically necessary" apply:

- 1) For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5
- 2) For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code. This section requires provision of all Medicaid-coverable services needed to correct and ameliorate mental illness and conditions. Federal guidance from the Centers for Medicare & Medicaid Services makes it clear that services need not be curative or restorative to ameliorate a mental health condition. All mental health services that are not covered under Medi-Cal Fee For Service (FFS) or by Managed Care Plans as non-specialty mental health services as established in W&I Code section 14184.402(b) that sustain, support, improve, or make more tolerable a mental health condition are considered to ameliorate the mental health condition are thus medically necessary and covered as EPSDT services and the Contractor shall cover them

**Exhibit A – Attachment 2
SCOPE OF SERVICES**

for beneficiaries who meet the criteria for access to the specialty mental health delivery system.

Services provided to a beneficiary must be medically necessary and clinically appropriate to address the beneficiary's presenting condition.

B. Criteria for Adult Beneficiaries to Access the Specialty Mental Health Services Delivery System

For beneficiaries 21 years of age or older, the Contractor shall provide covered specialty mental health services for beneficiaries who meet both of the following criteria, (1) and (2) below:

1. The beneficiary has one or both of the following:
 - a. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities
 - b. A reasonable probability of significant deterioration in an important area of life functioning

AND

2. The beneficiary's condition as described in paragraph (1) is due to either of the following:
 - a. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems
 - b. A suspected mental disorder that has not yet been diagnosed

C. Criteria for Beneficiaries under Age 21 to Access the Specialty Mental Health Services Delivery System

For enrolled beneficiaries under 21 years of age, Contractor shall provide all medically necessary specialty mental health services required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered specialty mental health services shall be provided to enrolled beneficiaries who meet either of the following criteria:

Exhibit A – Attachment 2 SCOPE OF SERVICES

- 1) The beneficiary has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by the department, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.

OR

- 2) The beneficiary meets both of the following requirements in a and b below:
 - a. The beneficiary has at least one of the following:
 - i. A significant impairment
 - ii. A reasonable probability of significant deterioration in an important area of life functioning
 - iii. A reasonable probability of not progressing developmentally as appropriate
 - iv. A need for specialty mental health services, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal managed care plan is required to provide

AND

- b. The beneficiary's condition as described in subparagraph (A) is due to one of the following:
 - i. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems
 - ii. A suspected mental health disorder that has not yet been diagnosed
 - iii. Significant trauma placing the beneficiary at risk of a future mental health condition, based on the assessment of a licensed mental health professional

2. Provision of Services

- A. The Contractor shall provide or arrange, and pay for, the following medically necessary covered specialty mental health services to beneficiaries who meet access criteria for receiving specialty mental

**Exhibit A – Attachment 2
SCOPE OF SERVICES**

health services. See Exhibit E, Attachment 2, Service Definitions, for detailed descriptions of the specialty mental health services listed below:

- 1) Mental health Services;
- 2) Medication Support Services;
- 3) Day Treatment Intensive;
- 4) Day Rehabilitation;
- 5) Crisis Intervention;
- 6) Crisis Stabilization;
- 7) Adult Residential Treatment Services;
- 8) Crisis Residential Treatment Services;
- 9) Psychiatric Health Facility Services;
- 10) Intensive Care Coordination (for beneficiaries under the age of 21);
- 11) Intensive Home Based Services (for beneficiaries under the age of 21);
- 12) Therapeutic Behavioral Services (for beneficiaries under the age of 21);
- 13) Therapeutic Foster Care (for beneficiaries under the age of 21);
- 14) Psychiatric Inpatient Hospital Services;
- 15) Targeted Case Management; and
- 16) For beneficiaries under the age of 21, the Contractor shall provide all medically necessary specialty mental health services required pursuant to Section 1396d(r) of Title 42 of the United States Code (Welf. & Inst. Code 14184.402 (d)).

**Exhibit A – Attachment 2
SCOPE OF SERVICES**

- B. Medi-Cal Managed Care Plan beneficiaries receive mental health disorder benefits in every classification - inpatient, outpatient, prescription drug and emergency - that the beneficiaries receive medical/surgical benefits, in compliance with 42 C.F.R. 438.910(b)(2). The Contractor is only required to provide inpatient and outpatient specialty mental health services, as provided for in this Contract and as required pursuant to section 1396d(r) of Title 42 of the United States Code, as prescription drug and emergency benefits are provided through other delivery systems.
- C. Services shall be provided, in accordance with the State Plan, to beneficiaries, who meet criteria to access SMHS, documented in accordance with state and federal requirements.
- D. The Contractor shall provide or arrange and pay for all medically necessary covered specialty mental health services in a sufficient amount, duration, and scope to reasonably achieve the purpose for which the services are furnished. The Contractor shall not arbitrarily deny or reduce the amount, duration, or scope of a medically necessary covered specialty mental health service solely because of diagnosis, type of illness, or condition of the beneficiary. The Contractor may deny services based on Welfare and Institutions Code sections 14184.402, subdivisions (a), (c), and (d), 14059.5; and departmental guidance and regulation. (42 C.F.R. § 438.210(a)(2) and (3).)
- E. The Contractor shall make all medically necessary covered specialty mental health services available in accordance with Cal. Code-Regs., tit. 9, sections 1810.345, 1810.350 and 1810.405, and 42 Code of Federal Regulations part 438.210.
- F. The Contractor shall provide second opinions from a network provider, or arrange for the beneficiary to obtain a second opinion outside the network, at no cost to the beneficiary. (42 C.F.R § 438.206(b).) At the request of a beneficiary when the Contractor or its network provider has determined that the beneficiary is not entitled to specialty mental health services due to not meeting the criteria for access to SMHS, the contractor shall provide for a second opinion by a licensed mental health professional (other than a psychiatric technician or a licensed vocational nurse). (Cal. Code Regs., tit. 9, § 1810.405(e).)

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- G. The Contractor shall provide a beneficiary's choice of the person providing services to the extent feasible in accordance with Cal. Code-Regs., tit. 9, section 1830.225 and 42 Code of Federal Regulations part 438.3(l).

3. Requirements for Day Treatment Intensive and Day Rehabilitation

- A. The Contractor shall require providers to request prior authorization for day treatment intensive and day rehabilitation services, in accordance with Information Notice 22-016 and any subsequent departmental notices.
- B. The Contractor shall require that providers of day treatment intensive and day rehabilitation meet the requirements of Cal. Code Regs., tit. 9, §§ 1840.318, 1840.328, 1840.330, 1840.350 and 1840.352.
- C. The Contractor shall require that providers include, at a minimum, the following day treatment intensive and day rehabilitation service components:
- 1) Therapeutic milieu. This component must include process groups and skill-building groups. Specific activities shall be performed by identified staff and take place during the scheduled hours of operation of the program. The goal of the therapeutic milieu is to teach, model, and reinforce constructive interactions by involving beneficiaries in the overall program. For example, beneficiaries are provided with opportunities to lead community meetings and to provide feedback to peers. The program includes behavior management interventions that focus on teaching self-management skills that children and adults and older adults may use to control their own lives, to deal effectively with present and future problems, and to function well with minimal or no additional therapeutic intervention. Activities include, but are not limited to, staff feedback to beneficiaries on strategies for symptom reduction, increasing adaptive behaviors, and reducing subjective distress.
 - 2) Process groups. These groups, facilitated by staff, shall assist each beneficiary to develop necessary skills to deal with their problems and issues. The group process shall utilize peer interaction and feedback in developing problem-solving strategies

**Exhibit A – Attachment 2
SCOPE OF SERVICES**

to resolve behavioral and emotional problems. Day rehabilitation may include psychotherapy instead of process groups, or in addition to process groups.

- 3) Skill-building groups. In these groups, staff shall help beneficiaries identify barriers related to their psychiatric and psychological experiences. Through the course of group interaction, beneficiaries identify skills that address symptoms and increase adaptive behaviors.
- 4) Adjunctive therapies. These are therapies in which both staff and beneficiaries participate. These therapies may utilize self-expression, such as art, recreation, dance, or music as the therapeutic intervention. Participants do not need to have any level of skill in the area of self-expression, but rather be able utilize the modality to develop or enhance skills directed toward achieving beneficiary plan goals. Adjunctive therapies assist the beneficiary in attaining or restoring skills which enhance community functioning including problem solving, organization of thoughts and materials, and verbalization of ideas and feelings. Adjunctive therapies provided as a component of day rehabilitation or day treatment intensive are used in conjunction with other mental health services in order to improve the outcome of those services consistent with the beneficiary's needs.

D. Day treatment intensive shall additionally include:

- 1) Psychotherapy. Psychotherapy means the use of psychological methods within a professional relationship to assist the beneficiary or beneficiaries to achieve a better psychosocial adaptation, to acquire a greater human realization of psychosocial potential and adaptation, to modify internal and external conditions that affect individual, groups, or communities in respect to behavior, emotions and thinking, in respect to their intrapersonal and interpersonal processes. Psychotherapy shall be provided by licensed, registered, or waived staff practicing within their scope of practice. Psychotherapy does not include physiological interventions, including medication intervention.

**Exhibit A – Attachment 2
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- 2) Mental Health Crisis Protocol. The Contractor shall ensure that there is an established protocol for responding to beneficiaries experiencing a mental health crisis. The protocol shall assure the availability of appropriately trained and qualified staff and include agreed upon procedures for addressing crisis situations. The protocol may include referrals for crisis intervention, crisis stabilization, or other specialty mental health services necessary to address the beneficiary's urgent or emergency psychiatric condition (crisis services). If the protocol includes referrals, the day treatment intensive or day rehabilitation program staff shall have the capacity to handle the crisis until the beneficiary is linked to an outside crisis service.
 - 3) Written Weekly Schedule. The Contractor shall ensure that a weekly detailed schedule is available to beneficiaries and as appropriate to their families, caregivers or significant support persons and identifies when and where the service components of the program will be provided and by whom. The written weekly schedule will specify the program staff, their qualifications, and the scope of their services.
- E. Staffing Requirements. Staffing ratios shall be consistent with the requirements in Cal. Code Regs., tit. 9, section 1840.350, for day treatment intensive, and Cal. Code Regs., tit. 9 section 1840.352 for day rehabilitation. For day treatment intensive, staff shall include at least one staff person whose scope of practice includes psychotherapy.
- a. Program staff may be required to spend time on day treatment intensive and day rehabilitation activities outside the hours of operation and therapeutic program (e.g., time for travel, documentation, and caregiver contacts).
 - b. The Contractor shall require that at least one staff person be present and available to the group in the therapeutic milieu for all scheduled hours of operation.

**Exhibit A – Attachment 2
SCOPE OF SERVICES**

- c. The Contractor shall require day treatment intensive and day rehabilitation programs to maintain documentation that enables the Contractor and the Department to audit the program if it uses day treatment intensive or day rehabilitation staff who are also staff with other responsibilities (e.g., as staff of a group home, a school, or another mental health treatment program). The Contractor shall require that there is documentation of the scope of responsibilities for these staff and the specific times in which day treatment intensive or day rehabilitation activities are being performed exclusive of other activities.
- F. The Contractor shall ensure that the provider receives Medi-Cal reimbursement only if the beneficiary is present for at least 50 percent of scheduled hours of operation for that day. In cases where absences are frequent, it is the responsibility of the Contractor to ensure that the provider re-evaluates the beneficiary's need for the day rehabilitation or day treatment intensive program and takes appropriate action.
- G. Documentation Standards. The Contractor shall ensure day treatment intensive and day rehabilitation documentation meets the documentation requirements in BHIN 22-019.
- H. The Contractor shall ensure that day treatment intensive and day rehabilitation have at least one contact per month with a family member, caregiver or other significant support person identified by an adult beneficiary, or one contact per month with the legally responsible adult for a beneficiary who is a minor. This contact may be face-to-face, or by an alternative method (e.g., e-mail, telephone, etc.). Adult beneficiaries may decline this service component. The contacts should focus on the role of the support person in supporting the beneficiary's community reintegration. The Contractor shall ensure that this contact occurs outside hours of operation and outside the therapeutic program for day treatment intensive and day rehabilitation.
- I. Written Program Description. The Contractor shall ensure there is a written program description for day treatment intensive and day rehabilitation. The written program description must describe the specific activities of each service and reflects each of the required components of the services as described in this section. The Contractor shall review the

Exhibit A – Attachment 2 SCOPE OF SERVICES

written program description for compliance with this section with prior to the date the provider begins delivering day treatment intensive or day rehabilitation.

- J. Continuous Hours of Operation. The Contractor shall ensure that the provider applies the following when claiming for day treatment intensive and day rehabilitation services:
- a. A half day shall be billed for each day in which the beneficiary receives face-to-face services in a program with services available four hours or less per day. Services must be available a minimum of three hours each day the program is open.
 - b. A full-day shall be billed for each day in which the beneficiary receives face-to-face services in a program with services available more than four hours per day.
 - c. Although the beneficiary must receive face to face services on any full-day or half-day claimed, all service activities during that day are not required to be face-to-face with the beneficiary.
 - d. The requirement for continuous hours of operation does not preclude short breaks (for example, a school recess period) between activities. A lunch or dinner may also be appropriate depending on the program's schedule. The Contractor shall not conduct these breaks toward the total hours of operation of the day program for purposes of determining minimum hours of service.

4. Therapeutic Behavioral Services

Therapeutic Behavioral Services (TBS) are specialty mental health services covered as Early and Periodic Screening, Diagnostic and Treatment (EPSDT). (Cal. Code Regs., tit. 9, § 1810.215.) TBS are intensive, one-to-one services designed to help beneficiaries and their parents/caregivers manage specific behaviors using short-term measurable goals based on the beneficiary's needs. TBS is described in the Department of Mental Health Information Notice 08-38.

Exhibit A – Attachment 3 FINANCIAL REQUIREMENTS

1. Provider Compensation

The Department shall ensure that no payment is made to a network provider other than by the Contractor for services covered under this agreement, except when these payments are specifically required to be made by the Department in Title XIX of the Act, in 42 CFR chapter IV. (42 C.F.R. § 438.60.)

2. Payments for Indian Health Care Providers

- A. The Contractor shall make payment to all Indian Health Care Providers (IHCPs) (42 CFR 438.14(a)) in its network in a timely manner as required for payments to practitioners in individual or group practices under 42 §§ C.F.R. 447.45 and 447.46 including paying 90% of all clean claims from practitioners within 30 days of the date of receipt and paying 99 percent of all clean claims from practitioners within 90 days of the date of receipt. (42 C.F.R. 438.14(b)(2).)
- B. The Contractor shall pay an IHCP that is not enrolled as a FQHC, regardless of whether it is a network provider of the Contractor, its applicable encounter rate published annually in the Federal Register by the Indian Health Service or in the absence of a published encounter rate, the amount the IHCP would receive if the services were provided under the State plan's fee-for-service methodology. (42 C.F.R. § 438.14 (c)(2).)
- C. The Contractor shall comply with guidance issued by DHCS regarding Payments for Indian Health Care Providers.

3. Prohibited Payments

- A. Federal Financial Participation is not available for any amount furnished to an excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the Department failed to suspend payments during an investigation of a credible allegation of fraud. (42 U.S.C. section 1396b(i)(2).)
- B. In accordance with Section 1903(i) of the Social Security Act, the Contractor is prohibited from paying for an item or service:

Exhibit A – Attachment 3 FINANCIAL REQUIREMENTS

- 1) Furnished under this Contract by any individual or entity during any period when the individual or entity is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act.
- 2) Furnished at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person).
- 3) Furnished by an individual or entity to whom the state has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless the state determines there is good cause not to suspend such payments.
- 4) With respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.

4. Emergency Admission for Psychiatric Inpatient Hospital Services

The Contractor shall comply with Cal.Code Regs. Tit. 9 § 1820.225 regarding emergency admission for psychiatric inpatient hospital services regarding authorization and payment for both contract and non-contract hospitals.

5. Audit Requirements

The Contractor shall submit audited financial reports specific to this Contract on an annual basis. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards. (42 C.F.R. § 438.3(m).)

6. Cost Reporting

- A. The Contractor shall submit a fiscal year-end cost report no later than December 31 following the close of each fiscal year, in accordance with the Welf. & Inst. Code § 14705(c), unless that date is extended by the Department, and/or guidelines established by the Department. Data submitted shall be full and complete and the cost report shall be certified

**Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS**

by the Contractor's Mental Health Director and one of the following: (1) the Contractor's chief financial officer (or equivalent), (2) an individual who has delegated authority to sign for, and reports directly to, the Contractor's chief financial officer, or (3) the Contractor's auditor-controller, or equivalent. The cost report shall include both the Contractor's costs and the cost of its subcontractors, if any. The cost report shall be completed in accordance with instructions contained in the Department's Cost and Financial Reporting System Instruction Manual which can be accessed through the Department's Information Technology Web Services (ITWS) for the applicable year, as well as any instructions that are incorporated by reference thereto; however, to the extent that the Contractor disagrees with such instructions, it may raise that disagreement in writing with the Department at the time the cost report is filed, and shall have the right to appeal such disagreement pursuant to procedures developed under the Welf. & Inst. Code § 14171.

- B. In accordance with Welf. & Inst. Code § 5655, the Department shall provide technical assistance and consultation to the Contractor regarding the preparation and submission of timely cost reports. If the Contractor does not submit the cost report by the reporting deadline, including any extension period granted by the Department, the Department, in accordance with Welf.& Inst. Code § 14197.7(o)(1), may withhold payments of additional funds until the cost report that is due has been submitted.
- C. Upon receipt of an amended cost report, which includes reconciled units of service, and a certification statement that has been signed by the Contractor's Mental Health Director and one of the following: 1) the Contractor's Chief Financial Officer (or equivalent), (2) an individual who has delegated authority to sign for, and reports directly to the Contractor's Chief Financial Officer, or (3) the county's auditor controller, or equivalent, the Department shall preliminarily settle the cost report. After completing its preliminary settlement, the Department shall so notify the Contractor if additional FFP is due to the Contractor. The Department shall submit a claim to the federal government for the related FFP within 30 days contingent upon sufficient budget authority. If funds are due to the State, the Department shall invoice the Contractor and the Contractor shall return the overpayment to the Department.

7. Recovery of Overpayments

**Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS**

- A. The Contractor, and any subcontractor or any network provider of the Contractor, shall report to the Department within 60 calendar days when it has identified payments in excess of amounts specified for reimbursement of Medicaid services. (42 C.F.R. § 438.608(c)(3).)
- B. The Contractor, or subcontractor, to the extent that the subcontractor is delegated responsibility for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures that include provision for the suspension of payments to a network provider for which the State, or the Contractor, determines there is a credible allegation of fraud. (42 C.F.R. §§ 438.608(a)(8) and 455.23.)
- C. The Contractor shall specify the retention policies for the treatment of recoveries of all overpayments from the Contractor to a provider, including specifically the retention policies for the treatment of recoveries of overpayments due to fraud, waste, or abuse. The policy shall specify the process, timeframes, and documentation required for reporting the recovery of all overpayments. The Contractor shall require its network providers to return any overpayment to the Contractor within 60 calendar days after the date on which the overpayment was identified. The Contractor shall also specify the process, timeframes, and documentation required for payment of recoveries of overpayments to the Department in situations where the Contractor is not permitted to retain some or all of the recoveries of overpayments. Contractor shall comply with the reporting requirements, and other requirements, in BHIN 19-034. (42 C.F.R. § 438.608(d).)

8. Physician Incentive Plans

- A. The Contractor shall obtain approval from the Department prior to implementing a Physician Incentive Plan between the Contractor and a subcontractor (Cal. Code Regs. tit. 9, § 1810.438(h).).
 - 1) Pursuant to 42 Code of Federal Regulations part 438.3(i), the Contractor shall comply with the requirements set forth in 42 C.F.R. §§ 422.208 and 422.210.

Exhibit A – Attachment 3 FINANCIAL REQUIREMENTS

- 2) Specific payment can be made directly or indirectly under a Physician Incentive Plan to a physician or physician group as an inducement to reduce or limit medically necessary services furnished to a beneficiary. (42 C.F.R. § 422.208(c)(1).)
- 3) If a physician or physician group is put at substantial financial risk for services not provided by the physician/group, the Contractor shall ensure adequate stop-loss protection to individual physicians and conduct annual beneficiary surveys. (42 C.F.R. §§ 422.208(c)(2).)
- 4) The Contractor shall provide information on its Physician Incentive Plan to any Medicaid beneficiary upon request (this includes the right to adequate and timely information on a Physician Incentive Plan). Such information shall include: whether the Contractor uses a physician incentive plan that affects the use of referral services, (2) the type of incentive arrangement, and (3) whether stop-loss protection is provided. (42 C.F.R. § 422.210(b).)

9. Financial requirements

- A. The Contractor shall not impose financial requirements or cumulative financial requirements, as defined in 42 C.F.R. 438.900, for any beneficiary receiving specialty mental health services.

10. ICD- 10

- A. The Contractor shall use the criteria sets in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5), or current edition, as the clinical tool to make diagnostic determinations.
- ~~B.~~ Once a DSM-5 mental health disorder diagnosis is determined, the Contractor shall determine the corresponding mental health diagnosis, in the International Classification of Diseases and Related Health Problems, Tenth Revision (ICD-10), or current edition. The Contractor shall use the ICD-10 diagnosis code(s) to submit a claim for specialty mental health services to receive reimbursement of Federal Financial Participation (FFP).

Exhibit A – Attachment 4 MANAGEMENT INFORMATION SYSTEMS

1. Health Information Systems

- A. The Contractor shall maintain a health information system that collects, analyzes, integrates, and reports data. (42 C.F.R. § 438.242(a); Cal. Code Regs., tit. 9, § 1810.376.) The system shall provide information on areas including, but not limited to, utilization, claims, grievances, and appeals. (42 C.F.R. § 438.242(a).) The Contractor shall comply with Section 6504(a) of the Affordable Care Act which requires that State claims processing and retrieval systems are able to collect data elements necessary to enable the mechanized claims processing and information retrieval systems in operation by the State to meet the requirements of section 1903(r)(1)(F) of the Social Security Act. (42 C.F.R. § 438.242(b)(1).)

- B. The Contractor's health information system shall, at a minimum:
 - 1) Collect data on beneficiary and provider characteristics as specified by the Department, and on services furnished to beneficiaries as specified by the Department; (42 C.F.R. § 438.242(b)(2).)

 - 2) Ensure that data received from providers is accurate and complete by:
 - a. Verifying the accuracy and timeliness of reported data, including data from network providers compensated on the basis of capitation payments; (42 C.F.R. § 438.242(b)(3)(i).)

 - b. Screening the data for completeness, logic, and consistency; and (42 C.F.R. § 438.242(b)(3)(ii).)

 - c. Collecting service information in standardized formats to the extent feasible and appropriate, including secure information exchanges and technologies utilized for quality improvement and care coordination efforts. (42 C.F.R. § 438.242(b)(3)(iii).)

 - 3) Make all collected data available to the Department and, upon request, to CMS. (42 C.F.R. § 438.242(b)(4).)

**Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS**

- B. The Contractor's health information system is not required to collect and analyze all elements in electronic formats. (Cal. Code Regs., tit. 9, § 1810.376(c).)

2. Encounter Data

The Contractor shall submit encounter data to the Department at a frequency and level specified by the Department and CMS. (42 C.F.R. § 438.242(c)(2).) The Contractor shall ensure collection and maintenance of sufficient beneficiary encounter data to identify the provider who delivers service(s) to the beneficiary. (42 C.F.R. § 438.242(c)(1).) The Contractor shall submit all beneficiary encounter data that the Department is required to report to CMS under § 438.818. (42 C.F.R. § 438.242(c)(3).) The Contractor shall submit encounter data to the state in standardized Accredited Standards Committee (ASC) X12N 837 and National Council for Prescription Drug Programs (NCPDP) formats, and the ASC X12N 835 format as appropriate. (42 C.F.R. § 438.242(c)(4).)

3. MEDSLITE ACCESS

The Contractor shall perform the following:

- A. Establish County Behavioral Health MEDSLITE Coordinators (MEDSLITE Coordinators) to work with DHCS. These MEDSLITE Coordinators are required to sign and submit an Oath of Confidentiality to DHCS. Only these designated MEDSLITE Coordinators may initiate requests to add, delete, or otherwise modify a MEDSLITE user account. These MEDSLITE Coordinators are responsible for maintaining an active list of the Contractor's users with MEDSLITE access and collecting a signed MEDSLITE Oath of Confidentiality from each user. The MEDSLITE Coordinators are responsible for ensuring users are informed they cannot share user accounts, that MEDSLITE is to be used for only authorized purposes, and that all activity is logged. The MEDSLITE Coordinators may be changed by written notice to DHCS. They should be employees at an appropriate level in the organization, with sufficient responsibility to carry out the duties of this position. The MEDSLITE Coordinators will provide, assign, delete, and track user login identification information for authorized staff members. They are responsible for ensuring processes are in place which result in prompt MEDSLITE account deletion requests when the

**Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS**

Contractor's users leave employment or no longer require access due to change in job duties.

- B. Ensure that information furnished or secured via MEDSLITE shall be used solely for the purposes described in this Agreement. The information obtained from MEDSLITE shall be used exclusively to administer the Medi-Cal program. The Contractor further agrees that information obtained under this Agreement will not be reproduced, published, sold, or released in original or any other form for any purpose other than identified in this Agreement.
- C. Ensure that any agents, including a subcontractor, (if prior approval is obtained from DHCS) to whom they provide DHCS data, agree in writing to the same requirements for privacy and security safeguards for confidential data that apply to the Contractor with respect to this Agreement. The Contractor shall seek prior written approval from DHCS before providing DHCS data to a subcontractor.
- D. Adhere to security and confidential provisions outlined in Exhibit F, the Privacy and Security Provisions for the protection of any information exchanged between Contractor Name and the DHCS.
- E. During the term of this Agreement, the Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident involving DHCS data following the process outlined within Section 17 of Exhibit F, the Privacy and Security Provisions of this Agreement.
- F. In order to enforce this MEDSLITE ACCESS provision, the Contractor agrees to assist DHCS in performing compliance assessments. These assessments may involve compliance review questionnaires, and/or review of the facilities, systems, books, and records of the Contractor, with reasonable notice from DHCS. Such reviews shall be scheduled at times that take into account operational and staffing demands. The Contractor agrees to promptly remedy all violations of any provision of this Agreement and certify the same to DHCS in writing, or to enter into a written Corrective Action Plan with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

**Exhibit A – Attachment 5
QUALITY IMPROVEMENT SYSTEM**

1. Quality Assessment and Performance Improvement

- A. The Contractor shall implement an ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program for the services it furnishes to beneficiaries. (42 C.F.R. § 438.330 (a).)
- B. The Contractor's QAPI Program shall improve the Contractor's established outcomes through structural and operational processes and activities that are consistent with current standards of practice.
- C. The Contractor shall have a written description of the QAPI Program that clearly defines the QAPI Program's structure and elements, assigns responsibility to appropriate individuals, and adopts or establishes quantitative measures to assess performance and to identify and prioritize area(s) for improvement. The Contractor shall evaluate the impact and effectiveness of its QAPI Program annually and update the Program as necessary per Cal. Code Regs., tit. 9, § 1810.440(a)(6). (42 C.F.R. § 438.330(e)(2).)
- D. The QAPI Program shall include collection and submission of performance measurement data required by the Department, which may include performance measures specified by CMS. The Contractor shall measure and annually report to the Department its performance, using the standard measures identified by the Department. (42 C.F.R. § 438.330 (a)(2), (b)(2), (c)(2).)
- E. The Contractor shall conduct performance monitoring activities throughout the Contractor's operations. These activities shall include, but not be limited to, beneficiary and system outcomes, utilization management, utilization review, provider appeals, credentialing and monitoring, and resolution of beneficiary grievances.
- F. The Contractor shall have mechanisms to detect both underutilization of services and overutilization of services. (42 C.F.R. § 438.330(b)(3).)
- G. The Contractor shall implement mechanisms to assess beneficiary/family satisfaction. The Contractor shall assess beneficiary/family satisfaction by:

Exhibit A – Attachment 5 QUALITY IMPROVEMENT SYSTEM

- 1) Surveying beneficiary/family satisfaction with the Contractor's services at least annually;
 - 2) Evaluating beneficiary grievances, appeals and State Hearings at least annually; and
 - 3) Evaluating requests to change persons providing services at least annually.
 - 4) The Contractor shall inform providers of the results of beneficiary/family satisfaction activities.
- H. The Contractor shall implement mechanisms to monitor the safety and effectiveness of medication practices. The monitoring mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs. Monitoring shall occur at least annually.
- I. The Contractor shall implement mechanisms to address meaningful clinical issues affecting beneficiaries system-wide.
- J. The Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually.
- K. The Contractor's QAPI Program shall include Performance Improvement Projects as specified in paragraph 5.
- 2. Quality Improvement (QI) Work Plan**
- G. The Contractor shall have a Quality Improvement (QI) Work Plan covering the current contract cycle with documented annual evaluations and documented revisions as needed. The QI Work Plan shall include:
- 1) Evidence of the monitoring activities including, but not limited to, review of beneficiary grievances, appeals, expedited appeals, State Hearings, expedited State Hearings, provider appeals, and clinical

Exhibit A – Attachment 5 QUALITY IMPROVEMENT SYSTEM

records review as required by Cal. Code Regs., tit. 9, § 1810.440(a)(5) and 42 C.F.R. § 438.416(a);

- 2) Evidence that QI activities, including performance improvement projects, have contributed to meaningful improvement in clinical care and beneficiary service;
- 3) A description of completed and in-process QI activities, including performance improvement projects. The description shall include:
 - a. Monitoring efforts for previously identified issues, including tracking issues over time;
 - b. Objectives, scope, and planned QI activities for each year; and,
 - c. Targeted areas of improvement or change in service delivery or program design.
- 4) A description of mechanisms the Contractor has implemented to assess the accessibility of services within its service delivery area. This shall include goals for responsiveness for the Contractor's 24-hour toll-free telephone number, timeliness for scheduling of routine appointments, timeliness of services for urgent conditions, and access to after-hours care; and
- 5) Evidence of compliance with the requirements for cultural competence and linguistic competence specified in Attachments 7 and 11.

3. Quality Improvement (QI) Committee and Program

- A. The Contractor's QI program shall monitor the Contractor's service delivery system with the aim of improving the processes of providing care and better meeting the needs of its beneficiaries.
- B. The Contractor shall establish a QI Committee to review the quality of specialty mental health services provided to beneficiaries. The QI

Exhibit A – Attachment 5 QUALITY IMPROVEMENT SYSTEM

Committee shall recommend policy decisions; review and evaluate the results of QI activities, including performance improvement projects; institute needed QI actions; ensure follow-up of QI processes; and document QI Committee meeting minutes regarding decisions and actions taken.

- C. The QI Program shall be accountable to the Contractor's Director as described in Cal. Code Regs., tit. 9, § 1810.440(a)(1).
- D. Operation of the QI program shall include substantial involvement by a licensed mental health professional. (Cal. Code. Regs., tit. 9, § 1810.440(a)(4).)
- E. The QI Program shall include active involvement in the planning, design and execution of the QI Program by the Contractor's practitioners and providers, beneficiaries who have accessed specialty mental health services through the Contractor, family members, legal representatives, or other persons similarly involved with beneficiaries as described in Cal. Code. Regs., tit. 9, § 1810.440(a)(2)(A-C).
- F. QI activities shall include:
 - 1) Collecting and analyzing data to measure against the goals, or prioritized areas of improvement that have been identified;
 - 2) Identifying opportunities for improvement and deciding which opportunities to pursue;
 - 3) Identifying relevant committees internal or external to the Contractor to ensure appropriate exchange of information with the QI Committee;
 - 4) Obtaining input from providers, beneficiaries and family members in identifying barriers to delivery of clinical care and administrative services;
 - 5) Designing and implementing interventions for improving performance;

Exhibit A – Attachment 5 QUALITY IMPROVEMENT SYSTEM

- 6) Measuring effectiveness of the interventions;
- 7) Incorporating successful interventions into the Contractor's operations as appropriate; and
- 8) Reviewing beneficiary grievances, appeals, expedited appeals, State Hearings, expedited State Hearings, provider appeals, and clinical records review as required by Cal. Code Regs., tit. 9, § 1810.440(a)(5).

4. External Quality Review

The Contractor shall undergo annual, external independent reviews of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)

5. Performance Improvement Projects

- A. The Contractor shall conduct a minimum of two Performance Improvement Projects (PIPs) per year, including any PIPs required by DHCS or CMS. DHCS may require additional PIPs. One PIP shall focus on a clinical area and one on a non-clinical area. (42 C.F.R. § 438.330(b)(1) and (d)(1).) Each PIP shall:
 - 1) Be designed to achieve significant improvement, sustained over time, in health outcomes and beneficiary satisfaction;
 - 2) Include measurement of performance using objective quality indicators;
 - 3) Include implementation of interventions to achieve improvement in the access to and quality of care;
 - 4) Include an evaluation of the effectiveness of the interventions based on the performance measures collected as part of the PIP; and,

**Exhibit A – Attachment 5
QUALITY IMPROVEMENT SYSTEM**

- 5) Include planning and initiation of activities for increasing or sustaining improvement. (42 C.F.R. § 438.330(d)(2).)
 - B. The Contractor shall report the status and results of each performance improvement project to the Department as requested, but not less than once per year. (42 C.F.R. § 438.330(d)(3).)
- 6. Practice Guidelines**
- A. The Contractor shall adopt practice guidelines. (42 C.F.R. § 438.236(b) and Cal. Code Regs., tit. 9, § 1810.326)
 - B. Such guidelines shall meet the following requirements:
 - 1) They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;
 - 2) They consider the needs of the beneficiaries;
 - 3) They are adopted in consultation with network providers; and
 - 4) They are reviewed and updated periodically as appropriate. (42 C.F.R. § 438.236(b).)
 - C. The Contractor shall disseminate the guidelines to all affected providers and, upon request, to beneficiaries and potential beneficiaries. (42 C.F.R. § 438.236(c).)
 - D. The Contractor shall take steps to assure that decisions for utilization management, beneficiary education, coverage of services, and any other areas to which the guidelines apply shall be consistent with the guidelines. (42 C.F.R. § 438.236(d))

**Exhibit A – Attachment 6
UTILIZATION MANAGEMENT PROGRAM**

1. Utilization Management

- A. The Contractor shall operate a Utilization Management Program that is responsible for assuring that beneficiaries have appropriate access to specialty mental health services as required in Cal. Code Regs., tit. 9, section 1810.440(b)(1)-(3).
- B. The Utilization Management Program shall evaluate medical necessity, appropriateness and efficiency of services provided to Medi-Cal beneficiaries prospectively or retrospectively.
- C. Compensation to individuals or entities that conduct utilization management activities must not be structured so as to provide incentives for the individual or entity to deny, limit, or discontinue medically necessary services to any beneficiary. (42 C.F.R. § 438.210(e).)
- D. The Contractor may place appropriate limits on a service based on criteria applied under the State Plan, such as criteria for access to SMHS and for the purpose of utilization control, provided that the services furnished are sufficient in amount, duration and scope to reasonably achieve the purpose for which the services are furnished. (42 C.F.R. § 438.210(a)(4)(i), (ii)(A).)
- E. The Contractor shall not impose quantitative treatment limitations, aggregate lifetime or annual dollar limits as defined in 42 C.F.R. 438.900, for any beneficiary receiving specialty mental health services.
- F. The Contractor shall not impose non-quantitative treatment limitations for specialty mental health services in any benefit classification (i.e., inpatient and outpatient) unless the Contractor's policies and procedures have been determined by the Department to comply with Title 42 of the Code of Federal Regulations, subpart K. (42 C.F.R. § 438.910(d).)
- G. The Contractor shall submit to the Department, upon request, any policies and procedures or other documentation necessary for the State to establish and demonstrate compliance with Title 42 of the Code of Federal Regulations, part 438, subpart K, regarding parity in mental health and substance use disorder benefits.

**Exhibit A – Attachment 6
UTILIZATION MANAGEMENT PROGRAM**

2. Service Authorization

- A. Contractor shall implement mechanisms to assure authorization decision standards are met in accordance with Behavioral Health Information Notices (BHINs) 22-016 and 22-017, or any subsequent Departmental notices issued to address parity in mental health and substance use disorder benefits subsequent to the effective date of this contract, and any applicable state and federal regulations. (42 C.F.R. § 438.910(d).) The Contractor shall:
- 1) Have in place, and follow, written policies and procedures for processing requests for initial and continuing authorizations of services. (42 C.F.R. § 438.210(b)(1).)
 - 2) Have mechanisms in effect to ensure consistent application of review criteria for authorization decisions, and shall consult with the requesting provider when appropriate. (42 C.F.R. § 438.210(b)(2)(i-ii).)
 - 3) Have any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested be made by a health care professional who has appropriate clinical expertise in addressing the beneficiary's behavioral health needs. (42 C.F.R. § 438.210(b)(3).)
 - 4) Notify the requesting provider and give the beneficiary written notice of any decision by the Contractor to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. (42 C.F.R. § 438.210(c)) The beneficiary's notice shall meet the requirements in Attachment 12, Section 10, paragraph A and Section 9, paragraph I and be provided within the timeframes set forth in Attachment 12, Section 10, paragraph B and Section 9, paragraph G.
- B. The Contractor shall comply with authorization timeframes in accordance with BHINs 22-016 and 22-017, or any subsequent Departmental notices issued to address parity in mental health and substance use disorder

**Exhibit A – Attachment 6
UTILIZATION MANAGEMENT PROGRAM**

benefits subsequent to the effective date of this contract, as well as any applicable state and federal regulations. (42 C.F.R. § 438.910(d).)

- C. For cases in which a provider indicates, or the Contractor determines, that following the standard timeframe could seriously jeopardize the beneficiary's life or health or ability to attain, maintain, or regain maximum function, the Contractor shall make an expedited authorization decision and provide notice as expeditiously as the beneficiary's health condition requires and no later than 72 hours after receipt of the request for service. The Contractor may extend the 72-hour time period by up to 14 calendar days if the beneficiary requests an extension, or if the Contractor justifies (to the Department upon request), and documents, a need for additional information and how the extension is in the beneficiary's interest. (42 C.F.R. § 438.210(d)(2))
- D. The Contractor shall act on an authorization request for treatment for urgent conditions within one hour of the request. (Cal. Code Regs., tit. 9, §§ 1810.253 1810.405, subd. (c)).
- E. The Contractor shall not require prior authorization for an emergency admission for psychiatric inpatient hospital services, whether the admission is voluntary or involuntary. (Cal. Code Regs., tit. 9, §§ 1820.200(d) and 1820.225).
- D. The Contractor shall define service authorization request in a manner that at least includes a beneficiary's request for the provision of a service. (42 C.F.R. § 431.201)

**Exhibit A – Attachment 7
ACCESS AND AVAILABILITY OF SERVICES**

1. Beneficiary Enrollment

- A. Medi-Cal eligible beneficiaries are automatically enrolled in the single MHP in their county. (1915(b) waiver, § A, part I, para. C, p. 31.)
- B. The Contractor shall be responsible for providing or arranging and paying for specialty mental health services for Medi-Cal eligible individuals in its county who require an assessment or meet criteria for access to specialty mental health services. (Cal. Code Regs. tit. 9, §1810.228.) The Contractor shall accept these individuals in the order in which they are referred (including self-referral) without restriction (unless authorized by CMS), up to the limits set under this Contract. (42 C.F.R. § 438.3(d)(1).)
- C. The Contractor shall not, on the basis of health status or need for health care services, discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet criteria for access to specialty mental health services. (42 C.F.R. § 438.3(d)(3).)
- D. The Contractor shall not unlawfully discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet criteria for access to specialty mental health services on the basis of race, color, national origin, sex, sexual orientation, gender, gender identity, religion, marital status, ethnic group identification, ancestry, age, medical condition, genetic information, mental disability, or physical disability, and will not use any policy or practice that has the effect of discriminating on the basis of race, color, national origin, sex, sexual orientation, gender, gender identity, religion, marital status, ethnic group identification, ancestry, age, medical condition, genetic information, mental disability, or physical disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(4); 45 C.F.R. § 92.2; Gov. Code § 11135(a); Welf. & Inst. Code § 14727(a)(3).)

2. Cultural Competence

- A. The Contractor shall participate in the State's efforts to promote the delivery of services in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. (42 C.F.R. § 438.206(c)(2).)

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- B. The Contractor shall comply with the provisions of the Contractor's Cultural Competence Plan submitted and approved by the Department. The Contractor shall update the Cultural Competence Plan and submit these updates to the Department for review and approval annually. (Cal. Code Regs., tit. 9, § 1810.410, subds. (c)-(d).)

3. Out-of-Network Services

- A. If the Contractor's provider network is unable to provide necessary services, covered under this Contract, to a particular beneficiary, the Contractor shall adequately and timely cover the services out-of-network, for as long as the Contractor's provider network is unable to provide them. (42 C.F.R. § 438.206(b)(4).)
- B. The Contractor shall require that out-of-network providers coordinate authorization and payment with the Contractor. The Contractor must ensure that the cost to the beneficiary for services provided out-of-network pursuant to an authorization is no greater than it would be if the services were furnished within the Contractor's network, consistent with Cal. Code Regs., tit. 9, section 1810.365. (42 C.F.R. § 438.206(b)(5).)
- C. The Contractor shall comply with the requirements of Cal. Code Regs., tit. 9, section 1830.220 regarding providing beneficiaries access to out-of-network providers when a provider is available in Contractor's network.
- D. Pursuant to Department guidance, the Contractor shall submit to the Department for approval policies and procedures regarding authorization of out-of-network services to establish compliance with title 42 of the Code of Federal Regulations, section 438.910(d)(3).

4. Foster Children Placed Out-of-County

- A. In accordance with Welf. & Inst. Code 14717.1, the Contractor shall be responsible to authorize, pay, provide or arrange for medically necessary specialty mental health services for foster children residing in the Contractor's county, who are placed outside of their counties of origin, unless a presumptive transfer waiver is in place. The Contractor shall follow the Mental Health and Substance Use Disorder Services Information Notices pertaining to Presumptive Transfer for Foster Children

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Placed Out of County (Mental Health and Substance Use Disorder (MHSUDS) IN 17-032, 18-027, BHIN 19-041, and any subsequent Information Notices). These Information Notices include standardized templates that the Contractor may use or adapt to the Contractor's needs.

- B. The Contractor shall accept a completed mental health assessment from the foster child's county of origin mental health plan. The Contractor may conduct additional assessments if the foster child's needs change or an updated assessment is needed to determine the child's needs and identify the needed treatment and services to address those needs.
 - C. When a request for a presumptive transfer waiver has been made for a foster child from the Contractor's county who is being placed outside of the Contractor's county, the Contractor shall continue to provide medically necessary specialty mental health services to that foster child until a presumptive transfer waiver determination has been made.
 - D. The Contractor shall be responsible to authorize, pay, provide or arrange for medically necessary specialty mental health services for foster children originally from the Contractor's county who are residing outside of the Contractor's county, if a presumptive transfer waiver is in place.
5. Children in Adoption Assistance Program (AAP) and Kinship Guardian Assistance Payment (Kin-GAP)
- A. The Contractor shall provide or arrange for the provision of medically necessary specialty mental health services to a child in the Adoption Assistance Program (AAP) residing within their adoptive parents' county of residence in the Contractor's county. These services are to be provided in the same way as the Contractor would provide services to any other child for whom the Contractor's county is listed as the county of responsibility on the Medi-Cal Eligibility Data System (MEDS). When treatment authorization requests are required, the Contractor shall be responsible for submitting treatment authorization requests to the mental health plan in the child's county of origin. (Welf. & Inst. Code § 16125.)
 - B. The Contractor shall provide or arrange for the provision of medically necessary specialty mental health services to a child in the Kinship-Guardian Assistance Program (Kin-GAP) residing within their legal

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guardian's county of residence in the Contractor's county. These services are to be provided in the same way that the Contractor would provide services to any other child for whom the Contractor county is listed as the county of responsibility on the MEDS. When treatment authorization requests are required, the Contractor shall be responsible for submitting treatment authorization requests to the mental health plan in the child's county of origin. (Welf. & Inst. Code § 11376.)

- C. When the Contractor is the mental health plan in the county of origin for a child in AAP residing out-of-county with their adoptive parents (Welf. & Inst. Code § 16125) or a child in Kin-GAP residing out-of-county with their legal guardian (Welf. & Inst. Code § 11376) the Contractor shall be responsible for authorization and reauthorization of services for the child utilizing an expedited treatment authorization process that meets the authorization requirements set forth in MHSUDS Information Notice 22-016 and any applicable Departmental notices issued after the effective date of this contract.
- D. The Contractor shall comply with timelines specified in Cal. Code Regs., tit. 9, § 1830.220(b)(4)(A)(1-3) and requirements set forth in MHSUDS Information Notice 22-016 and any applicable Departmental notices issued after the effective date of this contract, when processing or submitting authorization requests for children in AAP, or Kin-GAP, living outside their county of origin.

6. Indian Beneficiaries

The Contractor shall permit an Indian beneficiary who is eligible to receive services from an Indian health care provider (IHCP) participating as a network provider, to choose that IHCP as their provider, as long as that provider has capacity to provide the services. (42 C.F.R. § 438.14(b)(3).) The Contractor shall demonstrate it has sufficient IHCPs participating in its provider network to ensure timely access to services available under the contract from such providers for Indian beneficiaries who are eligible to receive services. (42 C.F.R. § 438.14(b)(1).) The Contractor shall document good-faith efforts to contract with all IHCPs in the Contractor's county. If the Contractor does not contract with a IHCP in the Contractor's county, the Contractor must submit a written explanation to the Department of why it failed to contract with that IHCP, with supporting documentation as provided for in BHIN 21-023. The Contractor shall

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permit Indian beneficiaries to obtain covered services from out-of-network IHCPs if the beneficiaries are otherwise eligible to receive such services. (42 C.F.R. § 438.14(b)(4).) The Contractor shall permit an out-of-network IHCP to refer an Indian beneficiary to a network provider. (42 C.F.R. § 438.14(b)(6).)

**Exhibit A – Attachment 8
PROVIDER NETWORK****1. Enrollment and Screening**

- A. The Contractor shall ensure that all network providers are enrolled with the state as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 Code of Federal Regulations part 455, subparts B and E. (42 C.F.R. § 438.608(b).)
- B. The Contractor may execute network provider agreements, pending the outcome of screening, enrollment, and revalidation, of up to 120 days but must terminate a network provider immediately upon determination that the network provider cannot be enrolled, or the expiration of one 120 day period without enrollment of the provider, and notify affected beneficiaries. (42 C.F.R. § 438.602(b)(2).)

2. Assessment of Capacity

- A. The Contractor shall implement mechanisms to assess the capacity of service delivery for its beneficiaries. This includes monitoring the number, type, and geographic distribution of mental health services within the Contractor's delivery system.
- B. The Contractor shall implement mechanisms to assess the accessibility of services within its service delivery area. This shall include the assessment of responsiveness of the Contractor's 24-hour toll-free telephone number, timeliness of scheduling routine appointments, timeliness of services for urgent conditions, and access to after-hours care.

3. Network Adequacy

- A. The Contractor shall ensure that all services covered under this Contract are available and accessible to beneficiaries in a timely manner (42 C.F.R. § 438.206(a)).
- B. Maintain and monitor a network of appropriate providers that is supported by written agreements for subcontractors and that is sufficient to provide adequate access to all services covered under this contract for all beneficiaries, including those with limited English proficiency or physical or mental disabilities. The Contractor shall ensure that network providers

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provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities. (42 C.F.R. § 438.206(b)(1) and (c)(3).)

- C. The Contractor shall adhere to, in all geographic areas within the county, the time and distance standards for adult and pediatric mental health providers, as specified in BHIN 21-023 and its enclosures, or in subsequent guidance issued by the Department. (42 C.F.R. § 438.68(a), (b)(1)(iii), (3), 438.206(a); Welf. & Inst. Code § 14197.)
- D. The Contractor may submit to the Department a request for Alternate Access Standards. The Department will evaluate requests and grant appropriate exceptions to the state developed standards, as specified in BHIN 21-023 and its enclosures, or in subsequent guidance issued by the Department. (42 C.F.R. § 438.68(a), (d), 438.206(a); Welf. & Inst. Code § 14197).
- E. The Contractor shall comply with all network adequacy standards developed by the Department to implement 42 C.F.R. §§ 438.68, 438.206, and 438.207, including time and distance standards, timely access, capacity and composition standards, and other network capacity requirements, as specified in BHIN 21-023 and its enclosures, or in subsequent guidance issued by the Department.

4. Timely Access

- A. Timely Access. In accordance with 42 C.F.R. § 438.206(c)(1), the Contractor shall:
 - 1) Meet and require its providers to meet standards for timely access to care and services, taking into account the urgency of need for services, pursuant to Welf. & Inst. Code section 14197(d), as specified in BHIN 21-023 and its enclosures, or in subsequent, guidance issued by the Department.
 - 2) Comply with the timeliness standards specified in Cal. Code Regs., tit. 9, section 1810.405(c) and Welf. & Inst. Code § 14717.1. Those standards apply to out-of-plan services, as well as in-plan services.

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- 3) Require subcontracted providers to have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the provider offers services to non-Medi-Cal beneficiaries. If the provider only serves Medi-Cal beneficiaries, the Contractor shall require that hours of operation are comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Contractor, or another Mental Health Plan.
- 4) Make services available to beneficiaries 24 hours a day, 7 days a week, when medically necessary.
- 5) Establish mechanisms to ensure that network providers comply with the timely access requirements;
- 6) Monitor network providers regularly to determine compliance with timely access requirements;
- 7) Take corrective action if there is a failure to comply with timely access requirements by a network provider.

5. Documentation of Network Adequacy

- A. The Contractor shall give assurances to the Department and provide supporting documentation that demonstrates Contractor has the capacity to serve the expected enrollment in its service area in accordance with BHIN 21-023 and its enclosures, or in subsequent guidance issued by the Department. (42 C.F.R. § 438.207(a); Welf. & Inst. Code section 14197(f).)
- B. The Contractor shall submit documentation to the Department, as specified in BHIN 21-023 and its enclosures, or in subsequent guidance issued by the Department to demonstrate that it complies with the following requirements:
 - 1) Offers an appropriate range of specialty services that are adequate for the anticipated number of beneficiaries for the service area.
 - 2) Maintains a network of providers that is sufficient in number, mix, and geographic distribution to meet the needs of the anticipated

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PROVIDER NETWORK**

number of beneficiaries in the service area. (42 C.F.R. § 438.207(b).)

- C. The Contractor shall submit the documentation at the times specified in BHIN 21-023 and its enclosures, or in subsequent guidance issued by the Department, but no less frequently than the following:
- 1) At the time it enters into this Contract with the Department;
 - 2) On an annual basis; and
 - 3) Within 10 business days of a significant change in the Contractor's operations that would render the Contractor non-compliant with standards for network adequacy and capacity including, but not limited to, the following types of changes:
 - a) Changes in services;
 - b) Changes in benefits;
 - c) Changes in geographic service area;
 - d) Changes in the composition of or payments to the Contractor's provider network; or
 - e) Enrollment of a new population in the Contractor's county. (42 C.F.R. § 438.207(c).);
 - f) The Contractor is required to notify DHCS by email of one of the listed changes at MHSDFinalRule@dhcs.ca.gov.
- D. The Contractor shall include details regarding the change and the Contractor's plans to ensure beneficiaries continue to have access to adequate services and providers.

**Exhibit A – Attachment 8
PROVIDER NETWORK****6. Choice of Provider**

The Contractor shall provide a beneficiary's choice of the person providing services to the extent possible and appropriate consistent with Cal. Code Regs., tit. 9, §1830.225 and 42 Code of Federal Regulations part 438.3(l).

7. Provider Selection

- A. The Contractor shall have written policies and procedures for selection and retention of providers. (42 C.F.R. § 438.214(a).)
- B. The Contractor's policies and procedures for selection and retention of providers must not discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatment. (42 C.F.R. §§ 438.12(a)(2), 438.214(c).)
- C. In all subcontracts with network providers, the Contractor must follow the Department's uniform credentialing and re-credentialing policy. The Contractor must follow a documented process for credentialing and re-credentialing of network providers. (42 C.F.R. §§ 438.12(a)(2), 438.214(b).)
- D. The Contractor shall not employ or subcontract with providers excluded from participation in Federal health care programs under either section 1128 or section 1128A of the Act. (42 C.F.R. § 438.214(d).)
- E. The Contractor may not discriminate in the selection, reimbursement, or indemnification of any provider who is acting within the scope of their license or certification under applicable state law, solely on the basis of that license or certification. (42 C.F.R. § 438.12(a)(1).)
- F. The Contractor shall give practitioners or groups of practitioners who apply to be MHP contract providers and with whom the MHP decides not to contract written notice of the reason for a decision not to contract. (42 C.F.R. § 438.12(a)(1).)
- G. Paragraphs A-F, above, may not be construed to:

**Exhibit A – Attachment 8
PROVIDER NETWORK**

- 1) Require the Contractor to subcontract with providers beyond the number necessary to meet the needs of its beneficiaries;
 - 2) Preclude the Contractor from using different reimbursement amounts for different specialties or for different practitioners in the same specialty; or
 - 3) Preclude the Contractor from establishing measures that are designed to maintain quality of services and control costs and are consistent with its responsibilities to beneficiaries. (42 C.F.R. § 438.12(b).)
- H. Upon request, the Contractor shall demonstrate to the Department that its providers are credentialed as required by paragraph C. (42 C.F.R. § 438.206(b)(6))
- I. The Contractor shall establish individual, group and organizational provider selection criteria as provided for in Cal. Code Regs., tit. 9, § 1810.435.
- J. The Contractor shall only use licensed, registered, or waived providers acting within their scope of practice for services that require a license, waiver, or registration. (Cal. Code Regs., tit. 9, § 1840.314(d).)
- K. The Contractor is not located outside of the United States. (42 C.F.R. § 602(i).)

8. Provider Certification

- A. The Contractor shall comply with Cal. Code Regs., tit. 9, section 1810.435, in the selection of providers and shall review its providers for continued compliance with standards at least once every three years.
- B. The Contractor shall comply with the provisions of 42 Code of Federal Regulations, sections parts 455.104, 455.105, 1002.203 and 1002.3, which relate to the provision of information about provider business transactions and provider ownership and control, prior to entering into a contract and during certification or re-certification of the provider.

**Exhibit A – Attachment 8
PROVIDER NETWORK**

- C. “Satellite site” means a site owned, leased or operated by an organizational provider at which specialty mental health services are delivered to beneficiaries fewer than 20 hours per week, or, if located at a multiagency site at which specialty mental health services are delivered by no more than two employees or contractors of the provider.
- D. The Contractor shall certify, or use another mental health plan’s certification documents to certify, the organizational providers that subcontract with the Contractor to provide covered services in accordance with Cal. Code Regs., tit. 9, section 1810.435, and the requirements specified prior to the date on which the provider begins to deliver services under the contract, and once every three years after that date. The on-site review required by Cal. Code Regs., tit. 9, section 1810.435(d), as a part of the certification process, shall be made of any site owned, leased, or operated by the provider and used to deliver covered services to beneficiaries, except that on-site review is not required for public school or satellite sites.
- E. The Contractor may allow an organizational provider to begin delivering covered services to beneficiaries at a site subject to on-site review prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The earliest date the provider may begin delivering covered services at a site subject to on-site review is the latest of these three (3) dates: 1) the date the provider’s request for certification is received by the Department in accordance with the Contractor’s certification procedures; 2) the date the site was operational; or 3) the date a required fire clearance was obtained. The Contractor shall complete any required on-site review of a provider’s sites within six months of the date the provider begins delivering covered services to beneficiaries at the site.
- F. The Contractor may allow an organizational provider to continue delivering covered services to beneficiaries at a site subject to on-site review as part of the recertification process prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The Contractor shall complete any required on-site review of a provider’s sites within six months of the date the recertification of the provider is due.
- G. The Contractor and/or the Department shall each verify through an on-site review that:

**Exhibit A – Attachment 8
PROVIDER NETWORK**

- 1) The organizational provider possesses the necessary license to operate, if applicable, and any required certification.
- 2) The space owned, leased or operated by the provider and used for services or staff meets local fire codes.
- 3) The physical plant of any site owned, leased, or operated by the provider and used for services or staff is clean, sanitary, and in good repair.
- 4) The organizational provider establishes and implements maintenance policies for any site owned, leased, or operated by the provider and used for services or staff to ensure the safety and well-being of beneficiaries and staff.
- 5) The organizational provider has a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, any required state or federal notices (DRA), and procedures for reporting unusual occurrences relating to health and safety issues.
- 6) The organizational provider maintains client records in a manner that meets the requirements of the Contractor, the requirements of Attachment 10; Exhibit 2, Attachment 2, Section 11 and Section 13 Paragraph B; and applicable state and federal standards.
- 7) The organizational provider has sufficient staff to allow the Contractor to claim federal financial participation (FFP) for the services that the organizational provider delivers to beneficiaries, as described in Cal. Code Regs., tit. 9, sections 1840.344 through 1840.358, as appropriate and applicable.
- 8) The organizational provider has written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.
- 9) The organizational provider's head or chief of service, as defined Cal. Code Regs., tit. 9, sections 622 through 630, is a licensed mental health professional or other appropriate individual as described in these sections.

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PROVIDER NETWORK**

- 10) For organizational providers that provide or store medications, the provider stores and dispenses medications in compliance with all pertinent state and federal standards. In particular:
 - a) All drugs obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
 - b) Drugs intended for external use only and food stuffs are stored separately from drugs intended for internal use.
 - c) All drugs are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.
 - d) Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
 - e) Drugs are not retained after the expiration date. Intramuscular multi-dose vials are dated and initialed when opened.
 - f) A drug log is maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with state and federal laws.
 - g) Policies and procedures are in place for dispensing, administering and storing medications.
- H. For organizational providers that provide day treatment intensive or day rehabilitation, the provider has a written description of the day treatment intensive and/or day rehabilitation program that complies with Attachment 2, Section 3 of this exhibit.
- I. When an on-site review of an organizational provider would not otherwise be required and the provider offers day treatment intensive and/or day rehabilitation, the Contractor or the Department, as applicable, shall, at a minimum, review the provider's written program description for compliance with the requirements of Attachment 2, Section 3 of this exhibit.

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PROVIDER NETWORK**

- J. On-site review is required for hospital outpatient departments which are operating under the license of the hospital. Services provided by hospital outpatient departments may be provided either on the premises or off-site.
- K. On-site review is not required for primary care and psychological clinics, as defined in Health and Safety Code section 1204.1 and licensed under the Health and Safety Code. Services provided by the clinics may be provided on the premises in accordance with the conditions of the clinic's license.
- L. When on-site review of an organizational provider is required, the Contractor or the Department, as applicable, shall conduct an on-site review at least once every three years. Additional certification reviews of organizational providers may be conducted by the Contractor or Department, as applicable, at its discretion, if:
 - 1) The provider makes major staffing changes.
 - 2) The provider makes organizational and/or corporate structure changes (example: conversion to non-profit status).
 - 3) The provider adds day treatment or medication support services when medications are administered or dispensed from the provider site.
 - 4) There are significant changes in the physical plant of the provider site (some physical plant changes could require a new fire clearance).
 - 5) There is a change of ownership or location.
 - 6) There are complaints regarding the provider.
 - 7) There are unusual events, accidents, or injuries requiring medical treatment for clients, staff or members of the community.
- M. The Contractor shall monitor the performance of its subcontractors on an ongoing basis for compliance with the terms of this contract and shall subject the subcontractors' performance to periodic formal review, at a minimum in accordance with the recertification requirements. If the Contractor identifies deficiencies or areas for improvement, the Contractor and the subcontractor shall take corrective action.

Exhibit A – Attachment 8 PROVIDER NETWORK

- N. In addition, Contractor may accept the certification of a provider by another Mental Health Plan, or by the Department, in order to meet the Contractor's obligations under Attachment 8, Sections 7 and 8. However, regardless of any such delegation to a subcontracting entity or acceptance of a certification by another MHP.

9. Provider Beneficiary Communications

- A. The Contractor shall not prohibit nor otherwise restrict, a licensed, waived, or registered professional, as defined in Cal. Code Regs., tit. 9, sections 1810.223 and 1810.254, who is acting within the lawful scope of practice, from advising or advocating on behalf of a beneficiary for whom the provider is providing mental health services for any of the following:
- 1) The beneficiary's health status, medical care, or treatment options, including any alternative treatment that may be self-administered;
 - 2) Information the beneficiary needs in order to decide among all relevant treatment options;
 - 3) The risks, benefits, and consequences of receiving treatment or not receiving treatment; and
 - 4) The beneficiary's right to participate in decisions regarding their health care, including the right to refuse treatment, and to express preferences about future treatment decisions. (42 C.F.R. § 438.102(a)(1).)

10. Provider Notifications

- A. The Contractor shall inform providers and subcontractors, at the time they enter into a contract, about:
- 1) Beneficiary grievance, appeal, and State Hearing procedures and timeframes as specified in 42 C.F.R. 438.400 through 42 C.F.R. 438.424.

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PROVIDER NETWORK**

- 2) The beneficiary's right to file grievances and appeals and the requirements and timeframes for filing.
- 3) The availability of assistance to the beneficiary with filing grievances and appeals.
- 4) The beneficiary's right to request a State Hearing after the Contractor has made a determination on a beneficiary's appeal, which is adverse to the beneficiary.
- 5) The beneficiary's right to request continuation of benefits that the Contractor seeks to reduce or terminate during an appeal or State Hearing filing, if filed within the allowable timeframes, although the beneficiary may be liable for the cost of any continued benefits while the appeal or State Hearing is pending if the final decision is adverse to the beneficiary.

**Exhibit A – Attachment 9
DOCUMENTATION REQUIREMENTS**

1. Documentation Standards
 - A. The Contractor shall implement and comply with documentation standards as set forth in guidance issued by the Department in BHIN 22-019.

Exhibit A – Attachment 10
COORDINATION AND CONTINUITY OF CARE

1. Coordination of Care

- A. The Contractor shall implement procedures to deliver care to and coordinate services for all of its beneficiaries. (42 C.F.R. § 438.208(b).) These procedures shall meet Department requirements and shall do the following:
- 1) Ensure that each beneficiary has an ongoing source of care appropriate to their needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the beneficiary. The beneficiary shall be provided information on how to contact their designated person or entity. (42 C.F.R. § 438.208(b)(1).)
 - 2) Coordinate the services the Contractor furnishes to the beneficiary between settings of care, including appropriate discharge planning for short term and long-term hospital and institutional stays. Coordinate the services the Contractor furnishes to the beneficiary with the services the beneficiary receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its beneficiaries. (42 C.F.R. § 438.208(b)(2)(i)-(iv), Cal. Code Regs., tit. 9 § 1810.415.)
 - 3) The Contractor shall share with the Department or other managed care entities serving the beneficiary the results of any identification and assessment of that beneficiary's needs to prevent duplication of those activities. (42 C.F.R. § 438.208(b)(4).)
 - 4) Ensure that each provider furnishing services to beneficiaries maintains and shares, as appropriate, a beneficiary health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).)
 - 5) Ensure that, in the course of coordinating care, each beneficiary's privacy is protected in accordance with all federal and state privacy laws, including but not limited to 45 C.F.R. § 160 and § 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b)(6).)
- B. Consistent with the No Wrong Door policies set forth in W&I Code section 14184.402, the Contractor must cover the assessment and any SMHS provided during the assessment period for any beneficiary seeking care,

Exhibit A – Attachment 10
COORDINATION AND CONTINUITY OF CARE

even prior to the determination of a diagnosis, even prior to the determination of whether SMHS access criteria set forth in W&I Code section 14184.402(b)(2) are met, and even if the beneficiary is later determined to need non-specialty mental health services (NSMHS) and/or SUD services and is referred to the Medi-Cal Fee For Service delivery system or a Managed Care Plan for NSMHS or to the County Department responsible for SUD treatment. Contractor must cover SMHS even if the service was not included in the client plan, and even if the beneficiary has a co-occurring mental health condition and SUD.

- C. As of the effective date identified by DHCS, the Contractor must use DHCS-approved standardized screening tools set forth in DHCS guidance (including standardized screening tools specific for adults and standardized screening tools specific for children and youth) to ensure beneficiaries seeking mental health services who are not currently receiving covered SMHS or NSMHS are referred to the appropriate delivery system for mental health services, either in the Contractor network or the Managed Care Plan network, in accordance with the No Wrong Door policies set forth in W&I Code section 14184.402(h).
- D. If a beneficiary eligible for SMHS is also eligible for NSMHS during the course of receiving covered SMHS, the Contractor shall continue to cover non-duplicative, Medically Necessary SMHS even if the Member is simultaneously receiving NSMHS.
 - i. The Contractor must enter into a Memorandum of Understanding with any Medi-Cal Managed Care Plan serving the Contractor's beneficiaries to ensure Medically Necessary NSMHS and SMHS provided concurrently are coordinated and non-duplicative.
 - ii. If a beneficiary is receiving covered SMHS and is determined to meet the criteria for NSMHS covered by Medi-Cal Fee For Service and Managed Care Plans as defined by W&I Code section 14184.402, the Contractor must use DHCS-approved standardized transition tools set forth in DHCS guidance as required when beneficiaries who have established relationships with contracted mental health providers experience a change in condition requiring NSMHS. Likewise, if a beneficiary is receiving NSMHS and is determined to meet the access criteria for SMHS as defined by W&I Code section 14184.402, the Contractor must use DHCS-approved standardized transition tools set forth in DHCS guidance as required when beneficiaries who have

**Exhibit A – Attachment 10
COORDINATION AND CONTINUITY OF CARE**

established relationships with NSMHS providers experience a change in condition requiring SMHS. The Contractor must continue to cover the provision of medically necessary SMHS provided to a beneficiary who meets SMHS access criteria who is concurrently receiving NSMHS when those services are not duplicative and provide coordination of care with the Managed Care Plan.

- iii. The Contractor must develop and implement written policies and procedures to ensure that beneficiaries meeting criteria for NSMHS, as indicated by a DHCS-approved standardized transition tool (including standardized transition tools specific for adults and standardized transition tools specific for children and youth), are referred to the Managed Care Plan or a Fee For Service provider offering NSMHS. Likewise, the Contractor must develop and implement written policies and procedures to ensure that beneficiaries meeting access criteria for SMHS and as indicated by a DHCS-approved standardized transition tools (including standardized transition tools specific for adults and standardized transition tools specific for children and youth) are referred by the Managed Care Plan to the Contractor.
- E. The Contractor shall enter into a Memorandum of Understanding (MOU) with any Medi-Cal managed care plan serving the Contractor's beneficiaries. The Contractor shall ensure the components of the MOU comply with guidance issued by DHCS regarding MOU requirements. The MOU shall address how to ensure Medically Necessary NSMHS and SMHS provided concurrently are coordinated and non-duplicative. The Contractor shall notify the Department in writing if the Contractor is unable to enter into an MOU or if an MOU is terminated, providing a description of the Contractor's good faith efforts to enter into or maintain the MOU. The MHP shall monitor the effectiveness of its MOU with Medi-Cal managed care plans. Should a conflict arise between the parties to the MOU, the Contractor shall abide by the requirements in BHIN 21-034. (Cal. Code Regs., tit. 9, § 1810.370.)
- F. The Contractor shall implement a transition of care policy that is in accordance with applicable state and federal regulations, Mental Health and Substance Use Disorder Services Information Notice 18-059 and any Behavioral Health Information Notices issued by the Department for parity in mental health and substance use disorder benefits subsequent to the effective date of this contract (42 C.F.R. § 438.62(b)(1)-(2).)

**Exhibit A – Attachment 11
INFORMATION REQUIREMENTS****1. Basic Requirements**

- A. The Contractor shall provide information in a manner and format that is easily understood and readily accessible to beneficiaries. (42 C.F.R. § 438.10(c)(1).) The Contractor shall provide all written materials for beneficiaries in easily understood language, format, and alternative formats that take into consideration the special needs of beneficiaries in compliance with 42 C.F.R. § 438.10(d)(6). The Contractor shall inform beneficiaries that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. § 438.10.
- B. The Contractor shall provide the required information in this section to each beneficiary when first receiving specialty mental health services and upon request. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e).)
- C. The Contractor shall operate a website that provides the content required in this section and complies with the requirements in 42 C.F.R. § 438.10.)
- D. For consistency in the information provided to beneficiaries, the Contractor shall use the Department developed definitions for managed care terminology, including: appeal, excluded services, grievance, hospitalization, hospital outpatient care, medically necessary, network, non-participating provider, physician services, plan, preauthorization, participating provider, provider, skilled nursing care, and urgent care. (42 C.F.R. 438.10(c)(4)(i).)
- E. The Contractor shall use Department developed model beneficiary handbooks and beneficiary notices that describe the transition of care policies for beneficiaries. (42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3).)
- F. Beneficiary information required in this section may only be provided electronically by the Contractor if all of the following conditions are met:
 - 1) The format is readily accessible;
 - 2) The information is placed in a location on the Contractor's website that is prominent and readily accessible;

**Exhibit A – Attachment 11
INFORMATION REQUIREMENTS**

- 3) The information is provided in an electronic form which can be electronically retained and printed;
 - 4) The information is consistent with the content and language requirements of this Attachment; and
 - 5) The beneficiary is informed that the information is available in paper form without charge upon request and Contractor provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6).)
- G. The Contractor shall have in place mechanisms to help beneficiaries and potential beneficiaries understand the requirements and benefits of the plan. (42 C.F.R. § 438.10(c)(7).)

2. Information Provided to Beneficiaries

- A. The Contractor shall provide information to beneficiaries and potential beneficiaries including, at a minimum, all of the following:
- 1) The basic features of managed care. (42 C.F.R. § 438.10(e)(2)(ii).)
 - 2) The mandatory enrollment process. (42 C.F.R. § 438.10(e)(2)(iii).)
 - 3) The service area covered by the Contractor. (42 C.F.R. § 438.10(e)(2)(iv).)
 - 4) Covered benefits, including:
 - a. Which benefits are provided by the Contractor; and,
 - b. Which, if any, benefits are provided directly by the State.
 - 5) The provider directory. (42 C.F.R. § 438.10(e)(2)(vi).)
 - 6) Any cost-sharing that will be imposed by the Contractor consistent with the State Plan. (42 C.F.R. §§ 438.10(e)(2)(vii); State Plan § 4.18.)
 - 7) The requirements for the Contractor to provide adequate access to covered services, including the network adequacy standards

Exhibit A – Attachment 11 INFORMATION REQUIREMENTS

established in 42 Code of Federal Regulations part 438.68. (42 C.F.R. § 438.10(e)(2)(viii).)

- 8) The Contractor's responsibilities for coordination of care. (42 C.F.R. § 438.10(e)(2)(ix).)
- 9) To the extent available, quality and performance indicators for the Mental Health Plan, including beneficiary satisfaction. (42 C.F.R. § 438.10(e)(2)(x).)
- B. The Contractor shall make a good faith effort to give written notice of termination of a contracted provider, to each beneficiary who was seen on a regular basis by the terminated provider. The notice to the beneficiary shall be provided 30 calendar days prior to the effective date of the termination or 15 calendar days after receipt or issuance of the termination notice, whichever is later. (42 C.F.R. § 438.10(f)(1).)

3. Language and Format

- A. The Contractor shall provide all written materials for potential beneficiaries and beneficiaries in a font size no smaller than 12 point. (42 C.F.R. 438.10(d)(6)(ii).)
- B. The Contractor shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the potential beneficiary or beneficiary at no cost. Written material that are critical to obtaining services include, at a minimum, provider directories, beneficiary handbooks, appeal and grievance notices, denial and termination notices, and the Contractor's mental health education materials. (42 C.F.R. § 438.10(d)(3).)
- C. The Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbooks, appeal and grievance notices, denial and termination notices, and the Contractor's mental health education materials, available in the prevalent non-English languages in the county. (42 C.F.R. § 438.10(d)(3).)
 - 1) The Contractor shall notify beneficiaries, prospective beneficiaries, and members of the public that written translation is available in prevalent languages free of cost and how to access those

Exhibit A – Attachment 11 INFORMATION REQUIREMENTS

materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Welf. & Inst. Code § 14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4).)

- 2) Prevalent non-English language means a language identified as the primary language of 3,000 beneficiaries or five percent of the beneficiary population (whichever is lower) in the Contractor's service area as indicated on MEDs. (42 C.F.R. § 438.10(a), Cal. Code Regs., tit. 9, § 1810.410, subd. (a), para. (3).)
- D. The Contractor shall make auxiliary aids and services available upon request and free of charge to each beneficiary. (42 C.F.R. § 438.10(d)(3)-(4).) The Contractor shall also notify beneficiaries, prospective beneficiaries, and members of the public that these services are available free of charge and how to access these services. (42 C.F.R. § 438.10(d)(5)(ii)-(iii); Welf. & Inst. Code § 14727(a)(2).)
- E. The Contractor shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language. (42 C.F.R. § 438.10(d)(2), (4)-(5).) Contractor shall notify beneficiaries, prospective beneficiaries, and members of the public that these services are available free of charge and how to access these services. (42 C.F.R. § 438.10(d)(5)(i), (iii); Welf. & Inst. Code § 14727(a)(1)-(2).)
- F. Nondiscrimination Notice and Taglines
- 1) The Contractor shall post (1) a Department-approved nondiscrimination notice and (2) language taglines in a conspicuously visible font size in English in the top 15 non-English languages in the State, and any other languages, as determined by the Department, explaining the availability of free language assistance services, including written translation and oral interpretation, and information on how to request auxiliary aids and services, including materials in alternative formats. The nondiscrimination notice and taglines, shall include the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit for obtaining these services, and shall be posted as follows:
 - a) In conspicuous physical locations where the Contractor interacts with the public;

Exhibit A – Attachment 11 INFORMATION REQUIREMENTS

- b) On the internet website published and maintained by the Contractor, in a manner that allows beneficiaries, prospective beneficiaries, and members of the public to easily locate the information; and
 - c) In the beneficiary handbook, all materials critical to obtaining services, and informational notices targeted to beneficiaries and members of the public (including notices of action). (42 C.F.R. § 438.10(d)(2)-(3); Welf. & Inst. Code, § 14727(b), (c)(1)-(2).)
- 2) The Contractor's nondiscrimination notice and language taglines must be in a conspicuously visible font size no smaller than 12 point. (42 C.F.R. § 438.10(d)(3), (d)(6)(ii).)
- 3) The Contractor shall provide information to all beneficiaries, prospective beneficiaries, and members of the public on how to file a Discrimination Grievance with:
 - a) The Contractor and the Department if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation. (Welf. & Inst. Code § 14727(a)(4).)
 - b) The United States Department of Health and Human Services Office for Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age, or disability. (Welf. & Inst. Code § 14727(a)(5).)

4. Handbook

- A. The Contractor shall provide beneficiaries with a copy of the handbook and provider directory when the beneficiary first accesses services and thereafter upon request. (Cal. Code Regs., tit. 9, § 1810.360.)
- B. The Contractor shall ensure that the handbook includes the current toll-free telephone number(s) that provides information in threshold languages

Exhibit A – Attachment 11 INFORMATION REQUIREMENTS

and is available twenty-four hours a day, seven days a week. (Cal. Code Regs., tit. 9, § 1810.405, subd. (d).)

- C. The beneficiary handbook shall include information that enables the beneficiary to understand how to effectively use the managed care program. This information shall include, at a minimum:
- 1) Benefits provided by the Contractor. (42 C.F.R. § 438.10(g)(2)(i).)
 - 2) How and where to access any benefits provided by the Contractor, including any cost sharing, and how transportation is provided. (42 C.F.R. § 438.10(g)(2)(ii).)
 - a) The amount, duration, and scope of benefits available under the Contract in sufficient detail to ensure that beneficiaries understand the benefits to which they are entitled. (42 C.F.R. § 438.10(g)(2)(iii).)
 - b) Procedures for obtaining benefits, including any requirements for service authorizations and/or referrals for specialty care and for other benefits not furnished by the beneficiary's provider. (42 C.F.R. § 438.10(g)(2)(iv).)
 - c) Any restrictions on the beneficiary's freedom of choice among network providers. (42 C.F.R. § 438.10(g)(2)(vi).)
 - d) The extent to which, and how, beneficiaries may obtain benefits from out-of-network providers. (42 C.F.R. § 438.10(g)(2)(vii).)
 - e) Cost sharing, if any, consistent with the State Plan. (42 C.F.R. § 438.10(g)(2)(viii); State Plan § 4.18.)
 - f) Beneficiary rights and responsibilities, including the elements specified in § 438.100 as specified in Section 7 of this Attachment. (42 C.F.R. § 438.10(g)(2)(ix).)
 - g) The process of selecting and changing the beneficiary's provider. (42 C.F.R. § 438.10(g)(2)(x).)

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INFORMATION REQUIREMENTS**

- h) Grievance, appeal, and State Hearing procedures and timeframes, consistent with 42 C.F.R. §§ 438.400 through 438.424, in a state-developed or state-approved description. Such information shall include:
- 1) The right to file grievances and appeals;
 - i. The Contractor shall include information on filing a Discrimination Grievance with the Contractor, the Department's Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights, and shall specifically include information stating that the Contractor complies with all state and federal civil rights laws. If a beneficiary believes they have been unlawfully discriminated against, they have the right to file a Discrimination Grievance with the Contractor, the Department's Office of Civil Rights, and the United States Department of Health and Human Services, Office for Civil Rights.
 - 2) The requirements and timeframes for filing a grievance or appeal;
 - 3) The availability of assistance in the filing process;
 - 4) The right to request a State Hearing after the Contractor has made a determination on a beneficiary's appeal which is adverse to the beneficiary;
 - 5) The fact that, when requested by the beneficiary, benefits that the Contractor seeks to reduce or terminate will continue if the beneficiary files an appeal or a request for State Hearing within the timeframes specified for filing, and that the beneficiary may, consistent with state policy, be required to pay the cost of services furnished while the appeal or State Hearing is pending if the final decision is

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adverse to the beneficiary. (42 C.F.R. § 438.10(g)(2)(xi).)

- i) How to exercise an advance directive, as set forth in 42 C.F.R. 438.3(j). (42 C.F.R. § 438.10(g)(2)(xii).)
 - j) How to access auxiliary aids and services, including additional information in alternative formats or languages. (42 C.F.R. § 438.10(g)(2)(xiii).)
 - k) The Contractor's toll-free telephone number for member services, medical management, and any other unit providing services directly to beneficiaries. (42 C.F.R. § 438.10(g)(2)(xiv).)
 - l) Information on how to report suspected fraud or abuse. (42 C.F.R. § 438.10(g)(2)(xv).)
 - m) Additional information that is available upon request, includes the following:
 - 1) Information on the structure and operation of the Contractor.
 - 2) Physician incentive plans as set forth in 42 C.F.R. § 438.3(i). (42 C.F.R. § 438.10(f)(3).)
- D. The Contractor shall give each beneficiary notice of any significant change (as defined by the Department) to information in the handbook at least 30 days before the intended effective date of the change. (42 C.F.R. § 438.10(g)(4).)
- E. Consistent with 42 Code of Federal Regulations part 438.10(g)(3) and Cal. Code Regs., tit. 9, section 1810.360, subdivision (e), the handbook will be considered provided if the Contractor:
- 1) Mails a printed copy of the information to the beneficiary's mailing address before the beneficiary first receives a specialty mental health service;

Exhibit A – Attachment 11 INFORMATION REQUIREMENTS

- 2) Mails a printed copy of the information upon the beneficiary's request to the beneficiary's mailing address;
- 3) Provides the information by email after obtaining the beneficiary's agreement to receive the information by email;
- 4) Posts the information on the Contractor's website and advises the beneficiary in paper or electronic form that the information is available on the internet and includes the applicable internet addresses, provided that beneficiaries with disabilities who cannot access this information online are provided auxiliary aids and services upon request at no cost; or,
- 5) Provides the information by any other method that can reasonably be expected to result in the beneficiary receiving that information. If the Contractor provides the handbook in-person when the beneficiary first receives specialty mental health services, the date and method of delivery shall be documented in the beneficiary's file.

5. Provider Directory

- A. The Contractor must follow the Department's provider directory policy, which the Department implemented via Mental Health and Substance Use Disorder Services Information Notice 18-020, and other applicable Mental Health and Substance Use Disorder Services Information Notices that may be issued subsequent to the effective date of this contract.
- B. The Contractor shall make provider directories available in electronic and paper form upon request, and ensure that the provider directories include the following information for all network providers, including each licensed, waived, or registered mental health provider employed by the Contractor, each provider organization or individual practitioner contracting with the Contractor, and each licensed, waived, or registered mental health provider employed by a provider organization to deliver Medi-Cal services:
 - 1) Information on the category or categories of services available from each provider. (42 C.F.R. § 438.10(h)(1)(v).)

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INFORMATION REQUIREMENTS**

- 2) The names, any group affiliations, street addresses, telephone numbers, specialty, and website URLs of current contracted providers by category. (42 C.F.R. § 438.10(h)(1)(i)-(v).)
 - 3) The cultural and linguistic capabilities of network providers, including languages (including ASL) offered by the provider or a skilled medical interpreter at the provider's office. (42 C.F.R. § 438.10(h)(1)(vii).)
 - 4) Whether network providers' offices/facilities have accommodations for people with physical disabilities, including offices, exam room(s) and equipment. (42 C.F.R. § 438.10(h)(1)(viii).)
 - 5) A means to identify which providers are accepting new beneficiaries. (42 C.F.R. § 438.10(h)(1)(vi).)
 - 6) Type of practitioner as appropriate.
 - 7) National Provider Identifier number.
 - 8) California License number and type of license.
 - 9) Whether the provider has completed cultural competence training.
- C. Information included in a paper provider directory shall be updated at least monthly and electronic provider directories shall be updated no later than 30 calendar days after the Contractor receives updated provider information. The Contractor shall ensure processes are in place to allow providers to promptly verify or submit changes to the information required to be in the directory. (42 C.F.R. § 438.10(h)(3).)
- D. Provider directories shall be made available on the Contractor's website in a machine readable file and format as specified by the Secretary. (42 C.F.R. § 438.10(h)(4).)

6. Advance Directives

- A. For purposes of this contract, advance directives means a written instruction, such as a living will or durable power of attorney for health

Exhibit A – Attachment 11 INFORMATION REQUIREMENTS

care, recognized under California law, relating to the provision of health care when the individual is incapacitated. (42 C.F.R. § 489.100.)

- B. The Contractor shall maintain written policies and procedures on advance directives, which include a description of applicable California law. (42 C.F.R. §§ and 438.3(j)(1)-(3), 422.128). Any written materials prepared by the Contractor for beneficiaries shall be updated to reflect changes in state laws governing advance directives as soon as possible, but no later than 90 days after the effective date of the change. (42 C.F.R. § 438.3(j)(4).)
- C. The Contractor shall provide adult beneficiaries with the written information on advance directives. (42 C.F.R. § 438.3(j)(3).)
- D. The Contractor shall not condition the provision of care or otherwise discriminate against an individual based on whether or not the individual has executed an advance directive. (42 C.F.R. §§ 422.128(b)(1)(ii)(F), 438.3(j).)
- E. The Contractor shall educate staff concerning its policies and procedures on advance directives. (42 C.F.R. §§ 422.128(b)(1)(ii)(H), 438.3(j).)

7. Beneficiary Rights

- A. The parties to this contract shall comply with applicable laws and regulations relating to patients' rights, including but not limited to Wel. & Inst. Code 5325, Cal. Code Regs., tit. 9, sections 862 through 868, and 42 C. F. R. § 438.100. The Contractor shall ensure that its subcontractors comply with all applicable patients' rights laws and regulations.
- B. The Contractor shall have written policies regarding the beneficiary rights specified in this section and ensure that its staff, subcontractors, and providers take those rights into account when providing services, including the right to:
 - 1) Receive information in accordance with 42 C.F.R. § 438.10. (42 C.F.R. § 438.100(b)(2)(i).)
 - 2) Be treated with respect and with due consideration for their dignity and privacy. (42 C.F.R. § 438.100(b)(2)(ii).)

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INFORMATION REQUIREMENTS**

- 3) Receive information on available treatment options and alternatives, presented in a manner appropriate to the beneficiary's condition and ability to understand. (42 C.F.R. § 438.100(b)(2)(iii).)
- 4) Participate in decisions regarding their health care, including the right to refuse treatment. (42 C.F.R. § 438.100(b)(2)(iv).)
- 5) Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation. (42 C.F.R. § 438.100(b)(2)(v).)
- 6) Request and receive a copy of their medical records, and to request that they be amended or corrected. (42 C.F.R. § 438.100(b)(2)(vi); 45 C.F.R. §§ 164.524, 164.526.)
- 7) Be furnished services in accordance with 42 C.F.R. §§ 438.206 through 438.210. (42 C.F.R. § 438.100(b)(3).)
- 8) Freely exercise their rights without adversely affecting the way the, Contractor, subcontractor, or provider treats the beneficiary. (42 C.F.R. § 438.100(c).)

**Exhibit A – Attachment 12
BENEFICIARY PROBLEM RESOLUTION**

1. General Provisions

- A. The Contractor shall have a grievance and appeal system in place for beneficiaries. (42 C.F.R. §§ 438.228(a), 438.402(a); Cal. Code Regs., tit. 9, § 1850.205.) The grievance and appeal system shall be implemented to handle appeals of adverse benefit determinations and grievances, and shall include processes to collect and track information about them. The Contractor's beneficiary problem resolution processes shall include:
- 1) A grievance process;
 - 2) An appeal process; and,
 - 3) An expedited appeal process. (Cal. Code Regs., tit. 9, § 1850.205(b)(1)-(b)(3).)
- B. For the grievance, appeal, and expedited appeal processes, the Contractor shall comply with the following requirements:
- 1) The Contractor shall ensure that each beneficiary has adequate information about the Contractor's problem resolution processes by taking at least the following actions:
 - a) Including information describing the grievance, appeal, and expedited appeal processes in the Contractor's beneficiary booklet and providing the beneficiary handbook to beneficiaries as described in Attachment 11 of this contract. (Cal. Code Regs., tit. 9, § 1850.205(c)(1)(A).)
 - b) Posting notices explaining grievance, appeal, and expedited appeal process procedures in locations at all Contractor provider sites. Notices shall be sufficient to ensure that the information is readily available to both beneficiaries and provider staff. The posted notice shall also explain the availability of State Hearings after the exhaustion of an appeal or expedited appeal process, including information that a State Hearing may be requested whether or not the beneficiary has received a notice of adverse benefit determination. For the purposes of this Section, a Contractor

**Exhibit A – Attachment 12
BENEFICIARY PROBLEM RESOLUTION**

provider site means any office or facility owned or operated by the Contractor or a provider contracting with the Contractor at which beneficiaries may obtain specialty mental health services. (Cal. Code Regs., tit. 9, §§ 1850.205(c)(1)(B) and 1850.210.)

- c) Make available forms that may be used to file grievances, appeals, and expedited appeals and self-addressed envelopes that beneficiaries can access at all Contractor provider sites without having to make a verbal or written request to anyone. (Cal. Code Regs., tit. 9, § 1850.205(c)(1)(C).)
- d) Give beneficiaries any reasonable assistance in completing the forms and other procedural steps related to a grievance or appeal. This includes, but is not limited to, providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability. (42 C.F.R. § 438.406(a); 42 C.F.R. § 438.228(a).)
- 2) The Contractor shall allow beneficiaries to file grievances and request appeals. (42 C.F.R. § 438.402(c)(1).) The Contractor shall have only one level of appeal for beneficiaries. (42 C.F.R. § 438.402(b); 42 C.F.R. § 438.228(a).)
- 3) A beneficiary may request a State Hearing after receiving notice under 438.408 that the adverse benefit determination is upheld. (42 C.F.R. § 438.402(c)(1); 42 C.F.R. § 438.408(f).)
- 4) The Contractor shall adhere to the notice and timing requirements in §438.408. If the Contractor fails to adhere to these notice and timing requirements, the beneficiary is deemed to have exhausted the Contractor's appeals process and may initiate a State Hearing. (42 C.F.R. §§ 438.402(c)(1)(i)(A), 438.408(c)(3).)
- 5) The Contractor shall acknowledge receipt of each grievance, appeal, and request for expedited appeal of adverse benefit determinations to the beneficiary in writing. (42 C.F.R. § 438.406(b)(1); 42 C.F.R. § 438.228(a); Cal. Code Regs., tit. 9, §

**Exhibit A – Attachment 12
BENEFICIARY PROBLEM RESOLUTION**

1850.205(d)(4).) Grievances received over the telephone or in-person by the Contractor, or a network provider of the Contractor, that are resolved to the beneficiary's satisfaction by the close of the next business day following receipt are exempt from the requirement to send a written acknowledgment.

- 6) The Contractor shall allow a provider, or authorized representative, acting on behalf of the beneficiary and with the beneficiary's written consent to request an appeal, file a grievance, or request a State Hearing. (42 C.F.R. § 438.402(c)(1)(i)-(ii); Cal. Code Regs., tit. 9, § 1850.205(c)(2).)
- 7) The Contractor shall allow a beneficiary's authorized representative to use the grievance, appeal, or expedited appeal processes on the beneficiary's behalf. (Cal. Code Regs., tit. 9, § 1850.205(c)(2).)
- 8) At the beneficiary's request, the Contractor shall identify staff or another individual, such as a legal guardian, to be responsible for assisting a beneficiary with these processes, including providing assistance in writing the grievance, appeal, or expedited appeal. If the individual identified by the Contractor is the person providing specialty mental health services to the beneficiary requesting assistance, the Contractor shall identify another individual to assist that beneficiary. (Cal. Code Regs., tit. 9, § 1850.205(c)(4).) Assistance includes, but is not limited to, auxiliary aids and services upon request, such as providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability. (42 C.F.R. § 438.406(a).)
- 9) The Contractor shall not subject a beneficiary to discrimination or any other penalty for filing a grievance, appeal, or expedited appeal. (Cal. Code Regs., tit. 9, § 1850.205(c)(5).)
- 10) The Contractor's procedures for the beneficiary problem resolution processes shall maintain the confidentiality of each beneficiary's information. (Cal. Code Regs., tit. 9, § 1850.205(c)(6).)
- 11) The Contractor shall include a procedure to transmit issues identified as a result of the grievance, appeal or expedited appeal

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BENEFICIARY PROBLEM RESOLUTION**

processes to the Contractor's Quality Improvement Committee, the Contractor's administration or another appropriate body within the Contractor's operations. The Contractor shall consider these issues in the Contractor's Quality Improvement Program, as required by Cal. Code Regs., tit. 9, §1810.440(a)(5). (Cal. Code Regs., tit. 9, § 1850.205(c)(7).)

- 12) The Contractor shall ensure that decision makers on grievances and appeals of adverse benefit determinations were not involved in any previous level of review or decision-making, and were not subordinates of any individual who was involved in a previous level of review or decision-making. (42 C.F.R. § 438.406(b)(2)(i); 42 C.F.R. § 438.228(a).)
- 13) The Contractor shall ensure that individuals making decisions on the grievances and appeals of adverse benefit determinations, have the appropriate clinical expertise, as determined by the Department, in treating the beneficiary's condition or disease, if the decision involves an appeal based on a denial of medical necessity, a grievance regarding denial of a request for an expedited appeal, or if the grievance or appeal involves clinical issues. (42 C.F.R. § 438.406(b)(2)(ii)(A)-(C); 42 C.F.R. § 438.228(a).)
- 14) The Contractor shall provide the beneficiary a reasonable opportunity, in person and in writing, to present evidence and testimony and make legal and factual arguments. The Contractor must inform the beneficiary of the limited time available for this sufficiently in advance of the resolution timeframe for appeals specified in §438.408(b) and (c) in the case of expedited resolution. (42 C.F.R. § 438.406(b)(4).)
- 15) The Contractor shall ensure that decision makers on grievances and appeals of adverse benefit determinations take into account all comments, documents, records, and other information submitted by the beneficiary or beneficiary's representative, without regard to whether such information was submitted or considered in the initial adverse benefit determination. (42 C.F.R. § 438.406(b)(2)(iii); 42 C.F.R. § 438.228(a).)

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BENEFICIARY PROBLEM RESOLUTION**

- 16) The Contractor shall provide the beneficiary and their representative the beneficiary's case file, including medical records, other documents and records, and any new or additional evidence considered, relied upon, or generated by the Contractor in connection with the appeal of the adverse benefit determination. (42 C.F.R. § 438.406(b)(5).)
- 17) The Contractor shall provide the beneficiary and their representative the beneficiary's case file free of charge and sufficiently in advance of the resolution timeframe for standard and expedited appeal resolutions, (42 C.F.R. § 438.408(b)-(c).) For standard resolution of an appeal and notice to the affected parties, the Contractor must comply with the Department established timeframe of 30 calendar days from the day the Contractor receives the appeal. For expedited resolution of an appeal and notice to affected parties, the Contractor must comply with the Department established timeframe of 72 hours after the Contractor receives the appeal. (42 C.F.R. § 438.406(b)(5).)
- 18) The Contractor shall treat oral inquiries seeking to appeal an adverse benefit determination as appeals (to establish the earliest possible filing date for the appeal) and must confirm these oral inquiries in writing, unless the beneficiary or the provider requests expedited resolution. (42 C.F.R. § 438.406(b)(3).)
- 19) The Contractor's beneficiary problem resolution process shall not replace or conflict with the duties of county patient's rights advocates. (Welf. & Inst. Code § 5520.)

2. Handling of Grievances and Appeals

The Contractor shall adhere to the following record keeping, monitoring, and review requirements:

- A. Maintain a grievance and appeal log and record grievances, appeals, and expedited appeals in the log within one working day of the date of receipt of the grievance, appeal, or expedited appeal. (42 C.F.R. § 438.416(a); Cal. Code Regs., tit. 9, § 1850.205(d)(1).) Each record shall include, but not be limited to: a general description of the reason for the appeal or

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grievance the date received, the date of each review or review meeting, resolution information for each level of the appeal or grievance, if applicable, and the date of resolution at each level, if applicable, and the name of the covered person whom the appeal or grievance was filed. (42 C.F.R. § 438.416(b)(1)-(6).)

- B. Record in the grievance and appeal log or another central location determined by the Contractor, the final dispositions of grievances, appeals, and expedited appeals, including the date the decision is sent to the beneficiary. If there has not been final disposition of the grievance, appeal, or expedited appeal, the reason(s) shall be included in the log. (Cal. Code Regs., tit. 9, § 1850.205(d)(2).)
- C. Provide a staff person or other individual with responsibility to provide information requested by the beneficiary or the beneficiary's representative regarding the status of the beneficiary's grievance, appeal, or expedited appeal. (Cal. Code Regs., tit. 9, § 1850.205(d)(3).)
- D. Identify in its grievance, appeal, and expedited appeal documentation, the roles and responsibilities of the Contractor, the provider, and the beneficiary. (Cal. Code Regs., tit. 9, § 1850.205(d)(5).)
- E. Provide notice, in writing, to any provider identified by the beneficiary or involved in the grievance, appeal, or expedited appeal of the final disposition of the beneficiary's grievance, appeal, or expedited appeal. (Cal. Code Regs., tit. 9, § 1850.205(d)(6).)
- F. Maintain records in the grievance and appeal log accurately and in a manner accessible to the Department and available upon request to CMS. (42 C.F.R. § 438.416(c).)

3. Grievance Process

The Contractor's grievance process shall, at a minimum:

- A. Allow beneficiaries to file a grievance either orally, or in writing at any time with the Contractor; (42 C.F.R. § 438.402(c)(2)(i) and (c)(3)(i).)

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- B. The Contractor shall provide to the beneficiary written acknowledgement of receipt of the grievance. The acknowledgment letter shall include the date of receipt, as well as the name, telephone number, and address of the Plan representative who the beneficiary may contact about the grievance. The written acknowledgement to the beneficiary must be postmarked within five calendar days of receipt of the grievance. Grievances received over the telephone or in-person by the Contractor, or a network provider of the Contractor, that are resolved to the beneficiary's satisfaction by the close of the next business day following receipt are exempt from the requirement to send a written notification of resolution using the Written Notification of Grievance Resolution form.
- C. Resolve each grievance as expeditiously as the beneficiary's health condition requires not to exceed 90 calendar days from the day the Contractor receives the grievance. (42 C.F.R. § 438.408(a)-(b)(1).) The Contractor may extend the timeframe for processing a grievance by up to 14 calendar days if the beneficiary requests an extension, or if the Contractor determines, to the satisfaction of DHCS upon request, that there is a need for additional information and that the delay is in the beneficiary's interest. (42 C.F.R. § 438.408(c)(1)(i)-(ii).) If the Contractor extends the timeframe, the Contractor shall, for any extension not requested by the beneficiary, make reasonable efforts to give the beneficiary prompt oral notice of the delay and give the beneficiary written notice of the extension and the reasons for the extension within 2 calendar days of the decision to extend the timeframe. The Contractor's written notice of extension shall inform the beneficiary of the right to file a grievance if they disagree with the Contractor's decision (42 C.F.R. § 438.408(c)(2)(i)-(ii).) The written notice of the extension is not a Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, § 1810.230.5.)
- D. The timeframe for resolving grievances related to disputes of a Contractor's decision to extend the timeframe for making an authorization decision shall not exceed 30 calendar days.
- E. Provide written notification to the beneficiary or the appropriate representative of the resolution of a grievance and documentation of the notification or efforts to notify the beneficiary, if they could not be contacted. (Cal. Code Regs., tit. 9, § 1850.206(c).)

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- F. Notify the beneficiary of the resolution of a grievance in a format and language that meets applicable notification standards. (42 C.F.R. § 438.408(d)(1); 42 C.F.R. § 438.10.)
4. Discrimination Grievances
- A. For Discrimination Grievances:
- 1) The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements, and investigating Discrimination Grievances related to any action that would be prohibited by, or out of compliance with, federal or state nondiscrimination law. (Welf. & Inst. Code § 14727(a)(4); 45 C.F.R. § 84.7; 34 C.F.R. § 106.8; 28 C.F.R. § 35.107; see 42 U.S.C. § 18116(a); California's Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B.)
 - 2) The Contractor shall adopt procedures to ensure the prompt and equitable resolution of discrimination-related complaints. (Welf. & Inst. Code § 14727(a)(4); 45 C.F.R. § 84.7; 34 C.F.R. § 106.8; 28 C.F.R. § 35.107; see 42 U.S.C. § 18116(a); California's Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B.) The Contractor shall not require a beneficiary to file a Discrimination Grievance with the Contractor before filing the complaint directly with the DHCS Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights.
 - 3) Within ten calendar days of mailing a Discrimination Grievance resolution letter to a beneficiary, the Contractor must submit the following information regarding the complaint to the DHCS Office of Civil Rights (see California Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B):
 - a) The original complaint.
 - b) The provider's or other accused party's response to the complaint.

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- c) Contact information for the personnel primarily responsible for investigating and responding to the complaint on behalf of the Contractor.
- d) Contact information for the beneficiary filing the complaint, and for the provider or other accused party that is the subject of the complaint.
- e) All correspondence with the beneficiary regarding the complaint, including, but not limited to, the Discrimination Grievance acknowledgment letter and resolution letter sent to the beneficiary.
- f) The results of the Contractor's investigation, copies of any corrective action taken, and any other information that is relevant to the allegation(s) of discrimination.

5. Appeals Process

- A. The Contractor's appeal process shall, at a minimum:
 - 1) Allow a beneficiary, or a provider or authorized representative acting on the beneficiary's behalf, to file an appeal orally or in writing. (42 C.F.R. § 438.402(c)(3)(ii).) The beneficiary may file an appeal within 60 calendar days from the date on the adverse benefit determination notice (42 C.F.R. § 438.402(c)(2)(ii).);
 - 2) Require a beneficiary who makes an oral appeal that is not an expedited appeal, to subsequently submit a written, signed appeal. (42 C.F.R. § 438.402(c)(3)(ii).) The Contractor shall ensure that oral inquiries seeking to appeal an adverse benefit determination are treated as appeals, and confirmed in writing unless the beneficiary or the provider requests expedited resolution. The date the Contractor receives the oral appeal shall be considered the filing date for the purpose of applying the appeal timeframes (42 C.F.R. § 438.406(b)(3).);
 - 3) Resolve each appeal and provide notice, as expeditiously as the beneficiary's health condition requires, within 30 calendar days

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from the day the Contractor receives the appeal. (42 C.F.R. § 438.408(a); 42 C.F.R. § 438.408(b)(2).) The Contractor may extend the timeframe for processing an appeal by up to 14 calendar days, if the beneficiary requests an extension or the Contractor demonstrates, to the satisfaction of DHCS upon request, that there is a need for additional information and that the delay is in the beneficiary's interest. (42 C.F.R. 438.408(c)(1); 42 C.F.R. 438.408(b)(2).) If the Contractor extends the timeframes, the Contractor shall, for any extension not requested by the beneficiary, make reasonable efforts to give the beneficiary prompt oral notice of the delay and notify the beneficiary of the extension and the reasons for the extension in writing within 2 calendar days of the decision to extend the timeframe. The Contractor's written notice of extension shall inform the beneficiary of the right to file a grievance if they disagree with the Contractor's decision. The Contractor shall resolve the appeal as expeditiously as the beneficiary's health condition requires and no later than the date the extension expires (42 C.F.R. § 438.408(c)(2)(i)-(iii).) The written notice of the extension is not a Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, §1810.230.5.);

- 4) Allow the beneficiary to have a reasonable opportunity to present evidence and testimony and make arguments of fact or law, in person and in writing (42 C.F.R. § 438.406(b)(4).);
- 5) Provide the beneficiary and their representative the beneficiary's case file, including medical records, and any other documents and records, and any new or additional evidence considered, relied upon, or generated by the Contractor in connection with the appeal of the adverse benefit determination , provided that there is no disclosure of the protected health information of any individual other than the beneficiary (42 C.F.R. § 438.406(b)(5).); and
- 6) Provide the beneficiary and their representative the beneficiary's case file free of charge and sufficiently in advance of the resolution timeframe for standard appeal resolutions. For standard resolution of an appeal and notice to the affected parties, the Contractor must comply with the Department established timeframe of 30 calendar days from the day the Contractor receives the appeal. For expedited resolution of an appeal and notice to affected parties, the

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Contractor must comply with the Department established timeframe of 72 hours after the Contractor receives the appeal. (42 C.F.R. § 438.406(b)(5).)

- 7) Allow the beneficiary, their representative, or the legal representative of a deceased beneficiary's estate, to be included as parties to the appeal. (42 C.F.R. 438.406(b)(6).)
- B. The Contractor shall notify the beneficiary, and/or their representative, of the resolution of the appeal in writing in a format and language that, at a minimum, meets applicable notification standards. (42 C.F.R. 438.408(d)(2)(i); 42 C.F.R. § 438.408(e); 42 C.F.R. 438.10.) The notice shall contain the following:
- 1) The results of the appeal resolution process (42 C.F.R. § 438.408(e)(1).);
 - 2) The date that the appeal decision was made (42 C.F.R. § 438.408(e)(1).);
 - 3) If the appeal is not resolved wholly in favor of the beneficiary, the notice shall also contain:
 - a) Information regarding the beneficiary's right to a State Hearing and the procedure for requesting a State Hearing, if the beneficiary has not already requested a State Hearing on the issue involved in the appeal; (42 C.F.R. § 438.408(e)(2)(i).) and
 - b) Information on the beneficiary's right to continue to receive benefits while the State Hearing is pending and how to request the continuation of benefits; (42 C.F.R. § 438.408(e)(2)(ii).)
 - c) Inform the beneficiary that they may be liable for the cost of any continued benefits if the Contractor's adverse benefit determination is upheld in the hearing. (42 C.F.R. § 438.408(e)(2)(iii).)

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6. Expedited Appeal Process

- A. “Expedited Appeal” is an appeal used when the mental health plan determines (for a request from the beneficiary) or the provider indicates (in making the request on the beneficiary’s behalf or supporting the beneficiary’s request) that taking the time for a standard resolution could seriously jeopardize the beneficiary’s life, physical or mental health, or ability to attain, maintain, or regain maximum function. (42 C.F.R. 438.410.)

- B. The Contractor’s expedited appeal process shall, at a minimum:
 - 1) Be used when the Contractor determines or the beneficiary and/or the beneficiary’s provider certifies that taking the time for a standard appeal resolution could seriously jeopardize the beneficiary’s life, physical or mental health or ability to attain, maintain, or regain maximum function. (42 C.F.R. 438.410(a).)

 - 2) Allow the beneficiary to file the request for an expedited appeal orally without requiring the beneficiary to submit a subsequent written, signed appeal. (42 C.F.R. § 438.402(c)(3)(ii).)

 - 3) Ensure that punitive action is not taken against a provider who requests an expedited resolution or supports a beneficiary’s expedited appeal. (42 C.F.R. § 438.410(b).)

 - 4) Inform beneficiaries of the limited time available to present evidence and testimony, in person and in writing, and make legal and factual arguments for an expedited appeal. The Contractor must inform beneficiaries of this sufficiently in advance of the resolution timeframe for the expedited appeal. (42 C.F.R. 438.406(b)(4); 42 C.F.R. 438.408(b)-(c).)

 - 5) Resolve an expedited appeal and notify the affected parties in writing, as expeditiously as the beneficiary’s health condition requires and no later than 72 hours after the Contractor receives the appeal. (42 C.F.R. § 438.408(b)(3).) The Contractor may extend this timeframe by up to 14 calendar days if the beneficiary requests an extension, or the Contractor demonstrates, to the satisfaction of DHCS upon request, that there is need for additional

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information and that the delay is in the beneficiary's interest. (42 C.F.R. § 438.408(c)(1)(i)-(ii).) If the Contractor extends the timeline for processing an expedited appeal not at the request of the beneficiary, the Contractor shall make reasonable efforts to give the beneficiary prompt oral notice of the delay, and notify the beneficiary of the extension and the reasons for the extension, in writing, within 2 calendar days of the determination to extend the timeline. The Contractor shall resolve the appeal as expeditiously as the beneficiary's health condition requires and no later than the date the extension expires. (42 C.F.R. § 438.408(c)(2)(i) - (iii); 42 C.F.R. § 438.408(b)(3).) The written notice of the extension is not a Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, § 1810.230.5.)

- 6) Provide a beneficiary with a written notice of the expedited appeal disposition and make reasonable efforts to provide oral notice to the beneficiary and/or their representative. The written notice shall meet the requirements of Section 1850.207(h) of Title 9 of the California Code of Regulations. (42 C.F.R. § 438.408(d)(2); Cal. Code Regs., tit. 9, § 1850.207(h).)
- 7) If the Contractor denies a request for an expedited appeal resolution, the Contractor shall:
 - a) Transfer the expedited appeal request to the timeframe for standard resolution of no longer than 30 calendar days from the day the Contractor receives the appeal. (42 C.F.R. § 438.410(c)(1).)
 - b) Make reasonable efforts to give the beneficiary and their representative prompt oral notice of the denial of the request for an expedited appeal. Provide written notice of the decision and reason for the decision within two calendar days of the date of the denial, and inform the beneficiary of the right to file a grievance if they disagree with the decision. (42 C.F.R. § 438.410(c)(2); 42 C.F.R. § 438.408(c)(2).) The written notice of the denial of the request for an expedited appeal is not a Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, § 1810.230.5.)

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7. Contractor obligations related to State Hearing

“State Hearing” means the hearing provided by the State to beneficiaries pursuant to sections 50951 and 50953 of Title 22 of the California Code of Regulations and section 1810.216.6 of Title 9 of the California Code of Regulations 1810.216.6:

- A. If a beneficiary requests a State Hearing, the Department shall grant the request. (42 C.F.R. § 431.220(a)(5).) The right to a State Hearing, how to obtain a hearing, and representation rules at a hearing must be explained to the beneficiary and provider by the Contractor in its notice of decision or Notice of Adverse Benefit Determination. (42 C.F.R. § 431.206(b); 42 C.F.R. § 431.228(b).) Beneficiaries and providers shall also be informed of the following:
- 1) A beneficiary may request a State Hearing only after receiving notice that the Contractor is upholding the adverse benefit determination. (42 C.F.R. § 438.408(f)(1).)
 - 2) If the Contractor fails to adhere to notice and timing requirements under § 438.408, the beneficiary is deemed to have exhausted the Contractor’s appeals process, and the beneficiary may initiate a State Hearing. (42 C.F.R. 438.408(f)(1)(i); 42 C.F.R. 438.402(c)(1)(i)(A).)
 - 3) The provider may request a State Hearing only if the Department permits the provider to act as the beneficiary’s authorized representative. (42 C.F.R. § 438.402(c)(1)(ii).)

8. Expedited Hearing

“Expedited Hearing” means a hearing provided by the State, used when the Contractor determines, or the beneficiary or the beneficiary’s provider certifies that following the 90 day timeframe for a State Hearing as established in 42 C.F.R. § 431.244(f)(1) would seriously jeopardize the beneficiary’s life, health, or ability to attain, maintain, or regain maximum function. (42 C.F.R. § 431.244(f)(1); 42 C.F.R. § 438.410(a); Cal. Code Regs., tit. 9, § 1810.216.4.)

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9. Continuation of Services

- A. A beneficiary receiving specialty mental health services shall have a right to file for continuation of specialty mental health services pending the outcome of a State Hearing. (Cal. Code Regs., tit. 22., § 51014.2; Cal. Code Regs., tit. 9, § 1850.215.)
- B. The Contractor shall continue the beneficiary's benefits while an appeal is in process if all of the following occur:
 - 1) The beneficiary files the request for an appeal within 60 calendar days following the date on the adverse benefit determination notice; (42 C.F.R. § 438.420(b)(1).)
 - 2) The appeal involves the termination, suspension, or reduction of a previously authorized service; (42 C.F.R. § 438.420(b)(2).)
 - 3) The beneficiary's services were ordered by an authorized provider; (42 C.F.R. § 438.420(b)(3).)
 - 4) The period covered by the original authorization has not expired; and, (42 C.F.R. § 438.420(b)(4).)
 - 5) The request for continuation of benefits is filed on or before the later of the following: (42 C.F.R. § 438.420 (b)(5).)
 - a. Within 10 calendar days of the Contractor sending the notice of adverse benefit determination; (42 C.F.R. § 438.420(a).) or
 - b. The intended effective date of the adverse benefit determination. (42 C.F.R. § 438.420(a).)
- C. If, at the beneficiary's request, the Contractor continues the beneficiary's benefits while the appeal or State Hearing is pending, the benefits must be continued until the beneficiary withdraws the appeal or request for State Hearing, the beneficiary does not request a State Hearing and continuation of benefits within 10 calendar days from the date the Contractor sends the notice of an adverse appeal resolution, or a State

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Hearing decision adverse to the beneficiary is issued. (42 C.F.R. § 438.420(c)(1)-(3); 42 C.F.R. § 438.408(d)(2).)

- D. The Contractor may recover the cost of continued services furnished to the beneficiary while the appeal or State Hearing was pending if the final resolution of the appeal or State Hearing upholds the Contractor's adverse benefit determination. (42 C.F.R. § 438.420(d); 42 C.F.R. § 431.230(b).)
- E. The Contractor shall authorize or provide the disputed services promptly, and as expeditiously as the beneficiary's health condition requires, but no later than 72 hours from the date the Contractor receives notice reversing the determination if the services were not furnished while the appeal was pending and if the Contractor or State Hearing officer reverses a decision to deny, limit, or delay services. (42 C.F.R. § 438.424(a).)
- F. If the decision of an appeal reverses a decision to deny the authorization of services, and the beneficiary received the disputed services while the appeal was pending, the Contractor shall cover the cost of such services. (42 C.F.R. § 438.424(b).)
- G. The Contractor shall notify the requesting provider and give the beneficiary written notice of any decision to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. (42 C.F.R. § 438.210(c); 42 C.F.R. § 438.404.)

10. Provision of Notice of Adverse Benefit Determination

- A. The Contractor shall provide a beneficiary with a Notice of Adverse Benefit Determination (NOABD) under the following circumstances:
 - 1) The denial or limited authorization of a requested service, including determinations based on the type or level of service, requirements for medical necessity, appropriateness, setting, or effectiveness of a covered benefit. (42 C.F.R. § 438.400(b)(1).)
 - 2) The reduction, suspension, or termination of a previously authorized service. (42 C.F.R. § 438.400(b)(2).)

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- 3) The denial, in whole or in part, of payment for a service. (42 C.F.R. § 438.400(b)(3).)
 - 4) The failure to provide services in a timely manner, as defined by the Department. (42 C.F.R. § 438.400(b)(4).)
 - 5) The failure of the Contractor to act within the timeframes provided in §438.408(b)(1) and (2) regarding the standard resolution of grievances and appeals. (42 C.F.R. § 438.400(b)(5).)
 - 6) The denial of a beneficiary's request to dispute a financial liability, including cost sharing, copayments, premiums, deductibles, coinsurance, and other beneficiary financial liabilities. (42 C.F.R. § 438.400(b)(7).)
- B. The Contractor shall give beneficiaries timely and adequate notice of an adverse benefit determination in writing and shall meet the language and format requirements of 42 Code of Federal Regulations part 438.10. (42 C.F.R. § 438.404(a); 42 C.F.R. § 438.10.) The NOABD shall contain the items specified in 42 Code of Federal Regulations part 438.404 (b) and Cal. Code Regs., tit. 9, section 1850.212.
- C. When the denial or modification involves a request from a provider for continued Contractor payment authorization of a specialty mental health service or when the Contractor reduces or terminates a previously approved Contractor payment authorization, notice shall be provided in accordance with Cal. Code Regs., tit. 22, section 51014.1. (Cal. Code Regs., tit. 9, § 1850.210(a)(1).)
- D. A NOABD is not required when a denial is a non-binding verbal description to a provider of the specialty mental health services that may be approved by the Contractor. (Cal. Code Regs., tit. 9, § 1850.210(a)(2).)
- E. Except as provided in subsection F below, a NOABD is not required when the denial or modification is a denial or modification of a request for the Contractor payment authorization for a specialty mental health service that has already been provided to the beneficiary. (Cal. Code Regs., tit. 9, § 1850.210(a)(4).)

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- F. A NOABD is required when the Contractor denies or modifies a payment authorization request from a provider for a specialty mental health service that has already been provided to the beneficiary when the denial or modification is a result of post-service, prepayment determination by the Contractor that the service was not medically necessary or otherwise was not a service covered by the Contractor. (Cal. Code Regs., tit. 9, § 1850.210(b).)
- G. The Contractor shall deny the Contractor payment authorization request and provide the beneficiary with a NOABD when the Contractor does not have sufficient information to approve or modify, or deny on the merits, a Contractor payment authorization request from a provider within the timeframes required by Cal. Code Regs., tit. 9, §§ 1820.220 or 1830.215. (Cal. Code Regs., tit. 9, § 1850.210(c).)
- H. The Contractor shall provide the beneficiary with a NOABD if the Contractor fails to notify the affected parties of a resolution of a grievance within 90 calendar days, of an appeal decision within 30 days, or of an expedited appeal decision within 72 hours. If the timeframe for a grievance, appeal or expedited appeal decision is extended pursuant to sections 1850.206, 1850.207 or 1850.208 of Title 9 of the California Code of Regulations and the Contractor failed to notify the affected parties of its decision within the extension period, the Contractor shall provide the beneficiary with a NOABD. (42 C.F.R. § 438.408.)
- I. The Contractor shall provide a beneficiary with a NOABD when the Contractor or its providers determine that the criteria for access to SMHS in Attachment 2, section 1 have not been met and that the beneficiary is not entitled to any specialty mental health services from the Contractor. The NOABD shall, at the election of the Contractor, be hand-delivered to the beneficiary on the date of the Adverse Benefit Determination or mailed to the beneficiary in accordance with Cal. Code Regs., tit. 9, § 1850.210(f)(1), and shall specify the information contained in Cal. Code Regs., tit. 9, § 1850.212(b). (Cal. Code Regs., tit. 9, § 1850.210(g).)
- J. For the purpose of this Attachment, each reference to a Medi-Cal managed care plan in Cal. Code Regs., tit. 22, § 51014.1, shall mean the Contractor. (Cal. Code Regs., tit. 9, § 1850.210(h).)

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- K. For the purposes of this Attachment, “medical service”, as used in Cal. Code Regs., tit. 22, § 51014.1, shall mean specialty mental health services that are subject to prior authorization by a Contractor pursuant to Cal. Code Regs., tit. 9, §§ 1820.100 and 1830.100. (Cal. Code Regs., tit. 9, § 1850.210(i).)
- L. The Contractor shall retain copies of all Notices of Adverse Benefit Determination issued to beneficiaries under this Section in a centralized file accessible to the Department. The Department shall engage in random reviews (Cal. Code Regs., tit. 9, § 1850.210(j).)
- M. The Contractor shall allow the State to engage in reviews of the Contractor’s records pertaining to Notices of Adverse Benefit Determination so the Department may ensure that the Contractor is notifying beneficiaries in a timely manner.

11. Contents and Timing of NOABD

- A. The Contractor shall include the following information in the NOABD:
 - 1) The adverse benefit determination the Contractor has made or intends to make; (42 C.F.R. § 438.404(b)(1).)
 - 2) The reason for the adverse benefit determination, including the right of the beneficiary to be provided upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the beneficiary’s adverse benefit determination. Such information includes criteria to access SMHS, and any processes, strategies, or evidentiary standards used in setting coverage limits; (42 C.F.R. § 438.404(b)(2).)
 - 3) Citations to the regulations or Contractor payment authorization procedures supporting the adverse benefit determination; (Cal. Code Regs., tit. 9, § 1850.212(a)(3).)
 - 4) The beneficiary’s right to file, and procedures for exercising, an appeal or expedited appeal with the Contractor, including information about exhausting the Contractor’s one level of appeal and the right to request a State Hearing after receiving notice that

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the adverse benefit determination is upheld; (42 C.F.R. § 438.404(b)(3)-(b)(4).)

- 5) The circumstances under which an appeal process can be expedited and how to request it; (42 C.F.R. § 438.404(b)(5).)
- 6) The beneficiary's right to have benefits continue pending resolution of the appeal, how to request that benefits be continued, and the circumstances under which the beneficiary may be required to pay the costs of those services. (42 C.F.R. § 438.404(b)(6).)
- 7) Information about the beneficiary's right to request a State Hearing or an expedited State Hearing, including:
 - a) The method by which a hearing may be obtained; (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(A).)
 - b) A statement that the beneficiary may be either self-represented, or represented by an authorized third party such as legal counsel, a relative, friend, or any other person; (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(B).)
 - c) An explanation of the circumstances under which a specialty mental health service will be continued if a State Hearing is requested; (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(C).) and
 - d) The time limits for requesting a State Hearing or an expedited State Hearing. (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(D).)

B. The Contractor shall mail the NOABD within the following timeframes:

- 1) For termination, suspension, or reduction of previously authorized Medi-Cal covered services, at least 10 days before the date of action. (42 C.F.R. § 438.404(c)(1); 42 C.F.R. § 431.211.) The Contractor shall mail the NOABD in as few as 5 days prior to the date of action if the Contractor has facts indicating that action should be taken because of probable fraud by the beneficiary, and

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the facts have been verified, if possible, through secondary sources. (42 C.F.R. § 438.404(c)(1); 42 C.F.R. §.431.214.)

- 2) For denial of payment, at the time of any action affecting the claim. (42 C.F.R. § 438.404(c)(2).)
- 3) For standard service authorizations that deny or limit services, as expeditiously as the beneficiary's condition requires not to exceed 14 calendar days following the receipt for request for services. (42 C.F.R. § 438.404(c)(3); 42 C.F.R. 438.210(d)(1).)
- 4) The Contractor may extend the 14 calendar day NOABD determination timeframe for standard service authorization decisions that deny or limit services up to 14 additional calendar days if the beneficiary or the provider requests the extension. (42 C.F.R. § 438.404(c)(4); 42 C.F.R. 438.210(d)(1)(i).)
- 5) The Contractor may extend the 14 calendar day notice of adverse benefit determination timeframe for standard service authorization decisions that deny or limit services up to 14 additional calendar days if the Contractor justifies a need to the Department, upon request, for additional information and shows how the extension is in the beneficiary's best interest. (42 C.F.R. § 438.404(c)(4); 42 C.F.R. 438.210(d)(1)(ii).)
- 6) If the Contractor extends the 14 calendar day notice of adverse benefit determination timeframe for standard service authorization decisions that deny or limit services, the Contractor shall do the following:
 - a) Give the beneficiary written notice of the reason for the extension and inform the beneficiary of the right to file a grievance if he/she disagrees with the decision ; (42 C.F.R. § 438.404(c)(4)(i); 42 C.F.R. 438.210(d)(1)(ii).) and,
 - b) Issue and carry out its determination as expeditiously as the beneficiary's health condition requires and no later than the date of the extension. (42 C.F.R. § 438.404(c)(4)(ii); 42 C.F.R. 438.210(d)(1)(ii).)

**Exhibit A – Attachment 12
BENEFICIARY PROBLEM RESOLUTION**

- 7) The Contractor shall give notice on the date that the timeframes expire, when service authorization decisions are not reached within the applicable timeframes for either standard or expedited service authorizations. (42 C.F.R. § 438.404(c)(5).)
 - 8) If a provider indicates, or the Contractor determines, that following the standard service authorization timeframe could seriously jeopardize the beneficiary's life or health or their ability to attain, maintain, or regain maximum function, the Contractor must make an expedited service authorization decision and provide notice as expeditiously as the beneficiary's health condition requires and no later than 72 hours after receipt of the request for service. (42 C.F.R. § 438.404(c)(6); 42 C.F.R. 438.210(d)(2)(i).)
 - 9) The Contractor may extend the 72 hour expedited service authorization decision time period by up to 14 calendar days if the beneficiary requests an extension, or if the Contractor justifies to the Department, upon request, a need for additional information and how the extension is in the beneficiary's interest. (42 C.F.R. § 438.404(c)(6); 42 C.F.R. § 210(d)(2)(ii).)
 - 10) The Contractor shall deposit the NOABD with the United States Postal Service in time for pick-up on the date that the applicable timeframe expires. (Cal. Code Regs., tit. 9, § 1850.210(f).)
- C. The Adverse Benefit Determination shall be effective on the date of the NOABD and the Contractor shall mail the NOABD by the date of adverse benefit determination when any of the following occur:
- 1) The death of a beneficiary; (42 C.F.R. § 431.213(a).)
 - 2) Receipt of a signed written beneficiary statement requesting service termination or giving information requiring termination or reduction of services, provided the beneficiary understands that this will be the result of supplying that information; (42 C.F.R. § 431.213(b)(1)-(b)(2).)

**Exhibit A – Attachment 12
BENEFICIARY PROBLEM RESOLUTION**

- 3) The beneficiary's admission to an institution where they are ineligible for further services; (42 C.F.R. § 431.213(c).)
- 4) The beneficiary's whereabouts are unknown and mail directed to them has no forwarding address; (42 C.F.R. § 431.213(d).)
- 5) Notice that the beneficiary has been accepted for Medicaid services by another local jurisdiction; (42 C.F.R. § 431.213(e).)
- 6) A change in the beneficiary's physician's prescription for the level of medical care; (42 C.F.R. § 431.213(f).) or
- 7) The notice involves an adverse determination with regard to preadmission screening requirements of section 1919(e)(7) of the Act. (42 C.F.R. § 431.213(g).)
- 8) The transfer or discharge from a facility will occur in an expedited fashion. (42 C.F.R. § 431.213(h).)
- 9) Endangerment of the safety or health of individuals in the facility; improvement in the resident's health sufficient to allow a more immediate transfer or discharge; urgent medical needs that require a resident's immediate transfer or discharge; or notice that a resident has not resided in the nursing facility for 30 days (but only in Adverse Benefit Determinations based on nursing facility transfers).

12. Annual Grievance and Appeal Report

The Contractor is required to submit to the Department a report that summarizes beneficiary grievances, appeals and expedited appeals filed from July 1 of the previous year through June 30 of that year by October 1 of each year. The report shall include the total number of grievances, appeals and expedited appeals by type, by subject areas established by the Department, and by disposition. (Cal. Code Regs., tit. 9, § 1810.375(a).)

**Exhibit A – Attachment 13
PROGRAM INTEGRITY****1. General Requirements**

As a condition for receiving payment under a Medi-Cal managed care program, the Contractor shall comply with the provisions of 42 C.F.R. §§ 438.604, 438.606 and 438.608, and 438.610. (42 C.F.R. § 438.600(b).)

2. Excluded Providers

- A. The Contractor shall screen and periodically revalidate all network providers in accordance with the requirements of 42 Code of Federal Regulations, part 455, subparts B and E. (42 C.F.R. §438.602(b).)
- B. Consistent with the requirements of 42 Code of Federal Regulations, part 455.436, the Contractor must confirm the identity and determine the exclusion status of all providers (employees and network providers) and any subcontractor, as well as any person with an ownership or control interest, or who is an agent or managing employee of the of the Mental Health Plan through routine checks of Federal and State databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), as well as the Department's Medi Cal Suspended and Ineligible Provider List (S & I List). (42 C.F.R. §438.602(d).)
- C. If the Contractor find a party that is excluded, it must promptly notify the Department (42 C.F.R. §438.608(a)(2),(4)) and the Department will take action consistent with 42 C.F.R. §438.610((d). The Contractor shall not certify or pay any excluded provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

3. Compliance Program

- A. Pursuant to 42 C.F.R. § 455.1(a)(1), the Contractor must report fraud and abuse information to the Department.
- B. The Contractor, or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and

**Exhibit A – Attachment 13
PROGRAM INTEGRITY**

payment of claims under this Contract, shall implement and maintain a compliance program designed to detect and prevent fraud, waste and abuse that must include:

- 1) Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the contract, and all applicable Federal and state requirements.
- 2) A Compliance Officer (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of the contract and who reports directly to the CEO and the Board of Directors (BoD).
- 3) A Regulatory Compliance Committee (RCC) on the BoD and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the contract.
- 4) A system for training and education for the CO, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the contract.
- 5) Effective lines of communication between the CO and the organization's employees.
- 6) Enforcement of standards through well-publicized disciplinary guidelines.
- 7) The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under the contract. (42 C.F.R. §438.608(a), (a)(1).)

**Exhibit A – Attachment 13
PROGRAM INTEGRITY****4. Fraud Reporting Requirements**

- A. The Contractor, or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include prompt reporting to the Department about the following:
- 1) Any potential fraud, waste, or abuse. (42 C.F.R. §438.608(a), (a)(7).)
 - 2) All overpayments identified or recovered, specifying the overpayments due to potential fraud. (42 C.F.R. §438.608(a), (a)(2).)
 - 3) Information about changes in a beneficiary's circumstances that may affect the beneficiary's eligibility including changes in the beneficiary's residence or the death of the beneficiary. (42 C.F.R. §438.608(a), (a)(3).)
 - 4) Information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of the provider agreement with the Contractor. (42 C.F.R. §438.608(a), (a)(4).)
- B. If the Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying the Department, the Contractor shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.
- C. The Contractor shall implement and maintain written policies for all employees of the Mental Health Plan, and of any contractor or agent, that provide detailed information about the False Claims Act and other Federal and state laws, including information about rights of employees to be protected as whistleblowers. (42 C.F.R. §438.608(a), (a)(6).)

**Exhibit A – Attachment 13
PROGRAM INTEGRITY**

- D. The Contractor shall implement and maintain arrangements or procedures that include provision for the Contractor's suspension of payments to a network provider for which there is a credible allegation of fraud. (42 C.F.R. §438.608(a), (a)(8).)

5. Service Verification

Pursuant to 42 C.F.R. § 438.608(a)(5), the Contractor, and/or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered by network providers were received by beneficiaries and the application of such verification processes on a regular basis. (42 C.F.R. §438.608(a), (a)(5).)

6. Disclosures

- A. Disclosure of 5% or More Ownership Interest:

- 1) Pursuant to 42 C.F.R. § 455.104, Medicaid managed care entities must disclose certain information related to persons who have an ownership or control interest in the managed care entity, as defined in 42 C.F.R. § 455.101. The parties hereby acknowledge that because the Contractor is a political subdivision of the State of California, there are no persons who meet such definition and therefore there is no information to disclose.
 - a) In the event that, in the future, any person obtains an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by Contractor, and that interest equals at least 5% of Contractor's property or assets, then the Contractor will make the disclosures set forth in i and subsection 2(a).
 - i. The Contractor will disclose the name, address, date of birth, and Social Security Number of any managing employee, as that term is defined in 42 C.F.R. §

**Exhibit A – Attachment 13
PROGRAM INTEGRITY**

- 455.101. For purposes of this disclosure, Contractor may use the business address for any member of its Board of Supervisors.
- ii. The Contractor shall provide any such disclosure upon execution of this contract, upon its extension or renewal, and within 35 days after any change in Contractor ownership or upon request of the Department.
- 2) The Contractor shall ensure that its subcontractors and network providers submit the disclosures below to the Contractor regarding the network providers' (disclosing entities') ownership and control. The Contractor's network providers must be required to submit updated disclosures to the Contractor upon submitting the provider application, before entering into or renewing the network providers' contracts, within 35 days after any change in the subcontractor/network provider's ownership, annually and upon request during the re-validation of enrollment process under 42 Code of Federal Regulations part 455.104.
- a) Disclosures to be Provided:
 - i. The name and address of any person (individual or corporation) with an ownership or control interest in the network provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
 - ii. Date of birth and Social Security Number (in the case of an individual);
 - iii. Other tax identification number (in the case of a corporation with an ownership or control interest in the managed care entity or in any subcontractor in which the managed care entity has a 5 percent or more interest);
 - iv. Whether the person (individual or corporation) with an ownership or control interest in the Contractor's network provider is related to another person with

**Exhibit A – Attachment 13
PROGRAM INTEGRITY**

- ownership or control interest in the same or any other network provider of the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the managed care entity has a 5 percent or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;
- v. The name of any other disclosing entity in which the Contractor or subcontracting network provider has an ownership or control interest; and
 - vi. The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.
- 3) For each provider in Contractor's provider network, the Contractor shall provide the Department with all disclosures before entering into a network provider contract with the provider and annually thereafter and upon request from the Department during the re-validation of enrollment process under 42 Code of Federal Regulations part 455.104.
- B. Disclosures Related to Business Transactions – the Contractor must submit disclosures and updated disclosures to the Department or HHS including information regarding certain business transactions within 35 days, upon request.
- 1) The following information must be disclosed:
 - a) The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
 - b) Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the 5-year period ending on the date of the request.

**Exhibit A – Attachment 13
PROGRAM INTEGRITY**

- c) The Contractor must obligate Network Providers to submit the same disclosures regarding network providers as noted under subsection 1(a) and (b) within 35 days upon request.
- C. Disclosures Related to Persons Convicted of Crimes
 - 1) The Contractor shall submit the following disclosures to the Department regarding the Contractor's management:
 - a) The identity of any person who is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)
 - b) The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 Code of Federal Regulations part 455.101.
 - 2) The Contractor shall supply the disclosures before entering into the contract and at any time upon the Department's request.
 - 3) Network providers should submit the same disclosures to the Contractor regarding the network providers' owners, persons with controlling interest, agents, and managing employees' criminal convictions. Network providers shall supply the disclosures before entering into the contract and at any time upon the Department's request.

**Exhibit A – Attachment 14
REPORTING REQUIREMENTS****1. Data Submission/ Certification Requirements**

A. The Contractor shall submit any data, documentation, or information relating to the performance of the entity's obligations as required by the State or the United States Secretary of Health and Human Services. (42 C.F.R. § 438.604(b).) The individual who submits this data to the state shall concurrently provide a certification, which attests, based on best information, knowledge and belief that the data, documentation and information is accurate, complete and truthful. (42 C.F.R. § 438.606(b) and (c).) The data, documentation, or information submitted to the state by the Contractor shall be certified by one of the following:

- 1) The Contractor's Chief Executive Officer (CEO).
- 2) The Contractor's Chief Financial Officer (CFO).
- 3) An individual who reports directly to the CEO or CFO with delegated authority to sign for the CEO or CFO so that the CEO or CFO is ultimately responsible for the certification. (42 C.F. R. § 438.606(a).)

2. Encounter Data

The Contractor shall submit encounter data to the Department at a frequency and level specified by the Department and CMS. (42 C.F.R. § 438.242(c)(2).) The Contractor shall ensure collection and maintenance of sufficient beneficiary encounter data to identify the provider who delivers service(s) to the beneficiary. (42 C.F.R. § 438.242(c)(1).) The Contractor shall submit all beneficiary encounter data that the Department is required to report to CMS under § 438.818. (42 C.F.R. § 438.242(c)(3).) The Contractor shall submit encounter data to the state in standardized Accredited Standards Committee (ASC) X12N 837 and National Council for Prescription Drug Programs (NCPDP) formats, and the ASC X12N 835 format as appropriate. (42 C.F.R. § 438.242(c)(4).)

3. Insolvency

A. The Contractor shall submit data to demonstrate it has made adequate provision against the risk of insolvency to ensure that beneficiaries will not

Exhibit A – Attachment 14 REPORTING REQUIREMENTS

be liable for the Contractor's debt if the Contractor becomes insolvent. (42 C.F.R. § 438.604(a)(4); 42 C.F.R. § 438.116.)

- B. The Contractor shall meet the State's solvency standards for private health maintenance organizations or be licensed by the State as a risk-bearing entity, unless one of the following exceptions apply (42 C.F.R. § 438.116 (b).):
- 1) The Contractor does not provide both inpatient hospital services and physician services.
 - 2) The Contractor is a public entity.
 - 3) The Contractor is (or is controlled by) one of more federally qualified health centers and meets the solvency standards established by the State for those centers.
 - 4) The Contractor has its solvency guaranteed by the State.

4. Network Adequacy

The Contractor shall submit, in a manner and format determined by the Department, documentation to demonstrate compliance with the Department's requirements for availability and accessibility of services, including the adequacy of the provider network. (42 C.F.R. § 438.604(a)(5).)

5. Information on Ownership and Control

The Contractor shall submit for state review information on its and its subcontractors' ownership and control described in 42 C.F.R. §455.104 and Attachment 13 of this Contract. (42 C.F.R § 438.604(a)(6).)

6. Annual Report of Overpayment Recoveries

The Contractor shall submit an annual report of overpayment recoveries in a manner and format determined by the Department. (42 C.F.R § 438.604(a)(7).)

7. Performance Data

- A. In an effort to improve the performance of the State's managed care program, in accordance with 42 Code of Federal Regulations part

**Exhibit A – Attachment 14
REPORTING REQUIREMENTS**

438.66(c), the Contractor will submit the following to the Department (42 C.F.R. §438.604(b).):

- 1) Enrollment and disenrollment data;
- 2) Member grievance and appeal logs;
- 3) Provider complaint and appeal logs;
- 4) The results of any beneficiary satisfaction survey;
- 5) The results of any provider satisfaction survey;
- 6) Performance on required quality measures;
- 7) Medical management committee reports and minutes;
- 8) The Contractor's annual quality improvement plan;
- 9) Audited financial and encounter data; and
- 10) Customer service performance data.

B. The Contractor shall cooperate with DHCS to provide and report quality measures per the 1915(b) Special Terms and Conditions and the Comprehensive Quality Strategy.

8. Parity in Mental Health and Substance Use Disorder Services

The Contractor shall submit to the Department, upon request, any policies and procedures or other documentation necessary for the State to establish and demonstrate compliance with Title 42 of the Code of Federal Regulations, part 438, subpart K, regarding parity in mental health and substance use disorder benefits.

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Mariposa	94-6000880

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
	Mariposa

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions,

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Exhibit F
Privacy and Security Provisions

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively "HIPAA") only to the extent that Contractor performs functions or activities on behalf of the Department pursuant to this Agreement that are described in the definition of "business associate", including, but not limited to, utilization review, quality assurance, or benefit management.
2. The term "Agreement" as used in this document refers to and includes both this Privacy and Security Provisions and the contract to which this Privacy and Security Provisions is attached as an exhibit.
3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.
4. The Department of Health Care Services (DHCS) intends that Contractor may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.
 - 4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic. The term PHI, as used in this exhibit, shall mean PHI accessed by Contractor in a database maintained by DHCS, received by Contractor from the Department, or acquired, or created by Contractor in connection with performing the functions, activities, and services on behalf of DHCS as specified in this Agreement.
 - 4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.
5. Contractor, on DHCS's behalf, provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Contractor's obligations under this Agreement. DHCS and Contractor are each a party to this Agreement and are referred to, collectively, as the "parties."
6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
7. **Permitted Uses and Disclosures of PHI by Contractor.** Except as otherwise indicated in this Agreement, Contractor may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.
 - 7.1 **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Agreement, Contractor may use and disclose PHI if necessary for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor. Contractor may disclose PHI for this purpose if the disclosure is required by law, or if the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.

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Privacy and Security Provisions

8. Compliance with Other Applicable Law

- 8.1** To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Contractor agrees:
- 8.1.1** To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and
- 8.1.2** To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 17 of this Agreement.
- 8.2** Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.
- 8.3** If Contractor is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Contractor agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Contractor

- 9.1 Nondisclosure.** Contractor shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.
- 9.2 Safeguards and Security.**
- 9.2.1** Contractor shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.
- 9.2.2** Contractor shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at <https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final>; updates will be available online at <https://csrc.nist.gov/publications/sp800>.
- 9.2.3** Contractor shall employ FIPS 140-2 validated encryption of PHI at rest and in motion unless Contractor determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-2 validation can be determined online at <https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules/search>, with information about the Cryptographic Module Validation Program under FIPS 140-2 available online at <https://csrc.nist.gov/Projects/cryptographic-module-validation-program/fips-140-2>. In addition,

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Contractor shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

9.2.4 Contractor shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

9.2.5 Contractor shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

9.2.6 Contractor shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.3 Contractor's Agent. Contractor shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Contractor agree to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or confidential information.

10. Mitigation of Harmful Effects. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. Access to PHI. Contractor shall make PHI available in accordance with 45 CFR section 164.524.

12. Amendment of PHI. Contractor shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. Accounting for Disclosures. Contractor shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. Compliance with DHCS Obligations. To the extent Contractor is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

15. Access to Practices, Books and Records. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to DHCS upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

16. Return or Destroy PHI on Termination; Survival. At termination of this Agreement and any successor agreements, if feasible, Contractor shall return or destroy all PHI and other confidential information received from, or created or received by Contractor on behalf of, DHCS that Contractor still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Contractor shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Contractor shall determine the terms and conditions under which Contractor may retain the PHI. If such return or destruction is not feasible, Contractor shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

17. Breaches and Security Incidents. Contractor shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

17.1 Notice to DHCS.

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17.1.1 Contractor shall notify DHCS **within 24 hours by email** (or by telephone if Contractor is unable to email DHCS) of the discovery of:

17.1.1.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

17.1.1.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

17.1.1.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

17.1.1.4 Potential loss of confidential data affecting this Agreement.

17.1.2 Notice shall be provided to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office (collectively, "DHCS Contacts") using the DHCS Contact Information at Section 17.6. below.

Notice shall be made using the current DHCS "Privacy Incident Reporting Form" ("PIR Form"; the initial notice of a security incident or breach that is submitted is referred to as an "Initial PIR Form") and shall include all information known at the time the incident is reported. The form is available online at

<https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf>.

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Contractor shall take:

17.1.2.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

17.1.2.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

17.2 Investigation. Contractor shall immediately investigate such security incident or confidential breach.

17.3 Complete Report. To provide a complete report of the investigation to the DHCS contacts within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that requested through the PIR form, Contractor shall make reasonable efforts to provide DHCS with such information. A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. DHCS will review and approve or disapprove Contractor's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Contractor's corrective action plan.

17.3.1 If Contractor does not complete a Final PIR within the ten (10) working day timeframe, Contractor shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

17.4 Notification of Individuals. If the cause of a breach is attributable to Contractor or its agents, Contractor shall notify individuals accordingly and shall pay all costs of such notifications, as well as

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all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

- 17.5 Responsibility for Reporting of Breaches to Entities Other than DHCS.** If the cause of a breach of PHI is attributable to Contractor or its subcontractors, Contractor is responsible for all required reporting of the breach as required by applicable federal and state law.
- 17.6 DHCS Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Contractor. These changes shall not require an amendment to this Agreement.

DHCS Program Contract Manager	DHCS Privacy Office	DHCS Information Security Office
See the Scope of Work exhibit for Program Contract Manager information.	Privacy Office c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Office DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov

- 18. Responsibility of DHCS.** DHCS agrees to not request the Contractor to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

19. Audits, Inspection and Enforcement

- 19.1** From time to time, DHCS may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Agreement. Contractor shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how DHCS exercises this provision shall not in any respect relieve Contractor of its responsibility to comply with this Agreement.
- 19.2** If Contractor is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Contractor shall promptly notify DHCS unless it is legally prohibited from doing so.

20. Termination

- 20.1 Termination for Cause.** Upon DHCS' knowledge of a violation of this Agreement by Contractor, DHCS may in its discretion:
- 20.1.1** Provide an opportunity for Contractor to cure the violation and terminate this Agreement if Contractor does not do so within the time specified by DHCS; or
- 20.1.2** Terminate this Agreement if Contractor has violated a material term of this Agreement.

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- 20.2 Judicial or Administrative Proceedings.** DHCS may terminate this Agreement if Contractor is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

21. Miscellaneous Provisions

- 21.1 Disclaimer.** DHCS makes no warranty or representation that compliance by Contractor with this Agreement will satisfy Contractor's business needs or compliance obligations. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of PHI and other confidential information.

21.2. Amendment.

- 21.2.1** Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

- 21.2.2** Failure by Contractor to take necessary actions required by amendments to this Agreement under Section 21.2.1 shall constitute a material violation of this Agreement.

- 21.3 Assistance in Litigation or Administrative Proceedings.** Contractor shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Contractor.

- 21.4 No Third-Party Beneficiaries.** Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

- 21.5 Interpretation.** The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

- 21.6 No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

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1. Amendment Process

Should either party, during the term of this Contract, desire a change or amendment to the terms of this Contract, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services (DGS), if DGS approval is required.

2. Cancellation/Termination

A. General Provisions

- 1) As required by, if the Contractor decides not to contract with the Department, does not renew its contract, or is unable to meet the standards set by the Department, the Contractor agrees to inform the Department of this decision in writing. (Welf. & Inst. Code § 14712(c)(1).)
- 2) If the Contractor is unwilling to contract for the delivery of specialty mental health services or if the Department or Contractor determines that the Contractor is unable to adequately provide specialty mental health services or that the Contractor does not meet the standards the Department deems necessary for a mental health plan, the Department shall ensure that specialty mental health services are provided to Medi-Cal beneficiaries. (Welf. & Inst. Code § 147122(c)(2), (3).)
- 3) The Department may contract with qualifying individual counties, counties acting jointly, or other qualified entities approved by the Department for the delivery of specialty mental health services in any county that is unable or unwilling to contract with the Department. The Contractor may not subsequently contract to provide specialty mental health services unless the Department elects to contract with the Contractor. (Welf. & Inst. Code § 147122(c)(4).)
- 4) If the Contractor does not contract with the Department to provide specialty mental health services, the Department will work with the Department of Finance and the Controller to obtain funds from the

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Contractor in accordance with Government (Govt.) Code 30027.10.
(Welf. & Inst. Code § 147122(d).)

A. Contract Renewal

- 1) This contract may be renewed if the Contractor continues to meet the requirements of Chapter 8.9 of Part 3 of Division 9 of the Welf. & Inst. Code and implementing regulatory requirements, as well as the terms and conditions of this contract. Failure to meet these requirements shall be cause for nonrenewal of the contract. (42 C.F.R. § 438.708; Welf. & Inst. Code § 14714(b)(1).) The Department may base the decision to renew on timely completion of a mutually agreed-upon plan of correction of any deficiencies, submissions of required information in a timely manner, and/or other conditions of the contract. (Welf. & Inst. Code § 14714(b)(1).)
- 2) In the event the contract is not renewed based on the reasons specified in (1), the Department will notify the Department of Finance, the fiscal and policy committees of the Legislature, and the Controller of the amounts to be sequestered from the Mental Health Subaccount, the Mental Health Equity Account, and the Vehicle License Fee Collection Account of the Local Revenue Fund and the Mental Health Account and the Behavioral Health Subaccount of the Local Revenue Fund 2011, and the Controller will sequester those funds in the Behavioral Health Subaccount pursuant to Govt. Code § 30027.10. Upon this sequestration, the Department will use the funds in accordance with Govt. Code § 30027.10. (Welf. & Inst. Code § 14714(b)(2).)

B. Contract Amendment Negotiations

Should either party during the life of this contract desire a change in this contract, such change shall be proposed in writing to the other party. The other party shall acknowledge receipt of the proposal in writing within 10 days and shall have 60 days (or such different period as the parties mutually may set) after receipt of such proposal to review and consider the proposal, to consult and negotiate with the proposing party, and to accept or reject the proposal. Acceptance or rejection may be made orally within the 60-day period, and shall be confirmed in writing within five days thereafter. The party proposing any such change shall have the right to withdraw the proposal at any time prior to acceptance or rejection by the other party. Any such proposal shall set forth a detailed explanation of the

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reason and basis for the proposed change, a complete statement of costs and benefits of the proposed change and the text of the desired amendment to this contract that would provide for the change. If the proposal is accepted, this contract shall be amended to provide for the change mutually agreed to by the parties on the condition that the amendment is approved by the Department of General Services, if necessary.

C. Contract Termination

The Contractor may terminate this contract in accordance with, Cal. Code Regs., tit. 9, section 1810.323(a). The Department may terminate this contract in accordance with Welf. & Inst. Code, sections 14197.7, 14714 and Cal. Code Regs., tit. 9, section 1810.323.

- 1) DHCS shall terminate this contract if the United States Secretary of Health and Human Services has determined the Contractor does not meet the requirements for participation in the Medicaid program contained in Subchapter XIX (commencing with Section 1396) of Chapter 7 of Title 42 of the United States Code. (Welf. & Inst. Code § 14197.7(ii))
- 2) DHCS reserves the right to cancel or terminate this Contract if DHCS finds that Contractor fails to comply with contract requirements, state or federal law or regulations, or the state plan or approved waivers, or for other good cause. (Welf. & Inst. Code § 14197.7(a))
- 3) Good cause includes, but is not limited to, a finding of deficiency that results in improper denial or delay in the delivery of health care services, potential endangerment to patient care, disruption in the contractor's provider network, failure to approve continuity of care, that claims accrued or to accrue have not or will not be recompensed, or a delay in required contractor report to the department. (Welf. & Inst. Code § 14197.7(a))
- 4) Contract termination or cancellation shall be effective as of the date indicated in DHCS' notification to the Contractor, unless Contractor appeals the termination, or termination is immediate pursuant to paragraph 8. The notice shall identify any final performance, invoicing or payment requirements.

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- 5) Contractor may appeal contract termination pursuant to Welf. & Inst. Code sections 14197.7(l)(2) or section 14714(d).
- 6) Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel, or if cancellation is not possible reduce, subsequent contract costs.
- 7) In the event of early termination or cancellation, the Contractor shall be entitled to payment for all allowable costs authorized under this Contract and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable.
- 8) The Department will immediately terminate this Contract if the Department finds that there is an immediate threat to the health and safety of Medi-Cal beneficiaries. Termination of the contract for other reasons will be subject to reasonable notice to the Contractor of the Department's intent to terminate, as well as notification to affected beneficiaries. (Welf. & Inst. Code § 14714(d).)

D. Termination of Obligations

- 1) All obligations to provide covered services under this contract shall automatically terminate on the effective date of any termination of this contract. The Contractor shall be responsible for providing covered services to beneficiaries until the termination or expiration of the contract and shall remain liable for the processing and payment of invoices and statements for covered services provided to beneficiaries prior to such expiration or termination.
- 2) When the Contractor terminates a subcontract with a provider, the Contractor shall make a good faith effort to provide notice of this termination, within 15 days, to the persons that the Contractor, based on available information, determines have recently been receiving services from that provider.

E. Contract Disputes

Should a dispute arise between the Contractor and the Department relating to performance under this contract, other than disputes governed

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by a dispute resolution process in Chapter 11 of Division 1, California Code of Regulations, title 9, or the processes governing the audit appeals process in Chapter 9 of Division 1, California Code of Regulations, title 9 the Contractor shall follow the Dispute Resolution Process outlined in provision number 15 of Exhibit D(F) which is attached hereto as part of this contract.

3. Fulfillment of Obligation

No covenant, condition, duty, obligation, or undertaking continued or made a part of this contract shall be waived except by written agreement of the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever will not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed or discharged by the party to which the same may apply. Until performance or satisfaction of all covenants, conditions, duties, obligations, and undertakings is complete, the other party shall have the right to invoke any remedy available under this contract, or under law, notwithstanding such forbearance or indulgence.

4. Additional Provisions

A. Inspection Rights/Record Keeping Requirements

- 1) Provision number seven (Audit and Record Retention) of Exhibit D(F), which is attached hereto as part of this Contract, supplements the following requirements.
- 2) The Contractor, and subcontractors, shall allow the Department, CMS, the Office of the Inspector General, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's, and subcontractors', performance under this contract, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time. The Contractor shall allow such inspection, evaluation and audit of its records, documents and facilities, and those of its subcontractors, for 10 years from the term end date of this Contract or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved,

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including the exhaustion of all legal remedies, whichever is later. (See 42 C.F.R. §§ 438.3(h), 438.230(c)(3)(i-iii).) Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.

- 3) The Contractor, and subcontractors, shall retain, all records and documents originated or prepared pursuant to the Contractor's or subcontractor's performance under this Contract, including beneficiary grievance and appeal records identified in Attachment 12, Section 2 and the data, information and documentation specified in 42 Code of Federal Regulations parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than 10 years from the term end date of this Contract or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (42 C.F.R. § 438.3(u); See also § 438.3(h).) Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to the Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.

B. Notices

Unless otherwise specified in this contract, all notices to be given under this contract shall be in writing and shall be deemed to have been given when mailed, to the Department or the Contractor at the following addresses, unless the contract explicitly requires notice to another individual or organizational unit:

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Department of Health Care Services
Medi-Cal Behavioral Health Division
1501 Capitol Avenue, MS 2702
Sacramento, CA 95814

County of Mariposa
PO Box 99
Mariposa, CA 95338

C. Nondiscrimination

- 1) Consistent with the requirements of applicable federal law, such as 42 Code of Federal Regulations, 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 any ground protected under federal or state law, including sex, race, color, gender, gender identity, religion, marital status, national origin, ethnic group identification, ancestry, age, sexual orientation, medical condition, genetic information, or mental or physical handicap or disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(3-4); 45 C.F.R. § 92.2; Gov. Code § 11135(a); Welf. & Inst. Code § 14727(a)(3).)
- 2) The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), prohibiting exclusion, denial of benefits, and discrimination against qualified individuals with a disability in any federally assisted programs or activities, and shall comply with the implementing regulations in Parts 84 and 85 of Title 45 of the C.F.R., as applicable.
- 3) The Contractor shall include the nondiscrimination and compliance provisions of this contract in all subcontracts to perform work under this contract.

D. Relationship of the Parties

The Department and the Contractor are, and shall at all times be deemed to be, independent agencies. Each party to this contract shall be wholly responsible for the manner in which it performs the obligations and services required of it by the terms of this contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the parties or any of their agents or employees. Each party assumes exclusively the responsibility

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for the acts of its employees or agents as they relate to the services to be provided during the course and scope of their employment. The Department and its agents and employees shall not be entitled to any rights or privileges of the Contractor's employees and shall not be considered in any manner to be Contractor employees. The Contractor and its agents and employees, shall not be entitled to any rights or privileges of state employees and shall not be considered in any manner to be state employees.

E. Waiver of Default

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this contract.

5. Duties of the State

In discharging its obligations under this contract, and in addition to the obligations set forth in other parts of this contract, the Department shall perform the following duties:

A. Payment for Services

The Department shall make the appropriate payments set forth in Exhibit B and take all available steps to secure and pay FFP to the Contractor, once the Department receives FFP, for claims submitted by the Contractor. The Department shall notify Contractor and allow Contractor an opportunity to comment to the Department when questions are posed by CMS, or when there is a federal deferral, withholding, or disallowance with respect to claims made by the Contractor.

B. Reviews

The Department shall conduct reviews of access to and quality of care in the Contractor's county at least once every three years and issue reports to the Contractor detailing findings, recommendations, and corrective action, as appropriate, pursuant to Cal. Code Regs., tit. 9, section 1810.380, subdivision (a), and Welf. & Inst. Code § 14197.7. The Department shall also arrange for an annual external quality review of the

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Contractor as required by 42 Code of Federal Regulations, part 438.350 and Cal. Code Regs., tit. 9, section 1810.380(a)(7).

C. Monitoring for Compliance

When monitoring activities identify areas of non-compliance, the Department shall issue reports to the Contractor detailing findings, recommendations, and corrective action. Failure to comply with required corrective action could lead to civil penalties, as appropriate, pursuant to Welf. & Inst. Code § 14197.7.

D. The Contractor shall prepare and submit a report to the Department that provides information for the areas set forth in 42 C.F.R. § 438.66(b) and (c) as outlined in Exhibit A, Attachment 14, Section 7, in the manner specified by the Department.

E. If the Contractor has not previously implemented a Mental Health Plan or Contractor will provide or arrange for the provision of covered benefits to new eligibility groups, then the Contractor shall develop an Implementation Plan (as defined in Cal. Code Regs., tit. 9, § 1810.221) that is consistent with the readiness review requirements set forth in 42 Code of Federal Regulations, part 438.66(d)(4), and the requirements of Cal. Code Regs., tit. 9, § 1810.310 (a). (See 42 C.F.R. § 438.66(d)(1), (4).) The Department shall review and either approve, disapprove, or request additional information for each Implementation Plan. Notices of Approval, Notices of Disapproval and requests for additional information shall be forwarded to the Contractor within 60 days of the receipt of the Implementation Plan. (Cal. Code Regs., tit. 9, § 1810.310(b).) A Contractor shall submit proposed changes to its approved Implementation Plan in writing to the Department for review. A Contractor shall submit proposed changes in the policies, processes or procedures that would modify the Contractor's current Implementation Plan prior to implementing the proposed changes. (See Cal. Code Regs., tit. 9, § 1810.310 (b)-(c)).

F. The Department shall act promptly to review the Contractor's Cultural Competence Plan submitted pursuant to Cal. Code Regs., tit. 9, § 1810.410. The Department shall provide a Notice of Approval or a Notice of Disapproval, including the reasons for the disapproval, to the Contractor within 60 calendar days after receipt of the plan from the Contractor. If the Department fails to provide a Notice of Approval or Disapproval, the Contractor may implement the plan 60 calendar days from its submission to the Department.

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ADDITIONAL PROVISIONS

G. Certification of Organizational Provider Sites Owned or Operated by the Contractor

- 1) The Department shall certify the organizational provider sites that are owned, leased or operated by the Contractor, in accordance with Cal. Code Regs., tit. 9, section 1810.435, and the requirements specified in Exhibit A, Attachment 3, Section 6 of this contract. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this contract at these sites and once every three years after that date, unless the Department determines an earlier date is necessary. The on-site review required by Cal. Code Regs., tit. 9, § 1810.435(e), shall be conducted of any site owned, leased, or operated by the Contractor and used for to deliver covered services to beneficiaries, except that on-site review is not required for public school or satellite sites.
- 2) The Department may allow the Contractor to begin delivering covered services to beneficiaries at a site subject to on-site review by the Department prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The earliest date the Contractor may begin delivering covered services at a site subject to on site review by the Department is the date the Contractor requested certification of the site in accordance with procedures established by the Department, the date the site was operational, or the date a required fire clearance was obtained, whichever date is latest.
- 3) The Department may allow the Contractor to continue delivering covered services to beneficiaries at a site subject to on-site review by the Department as part of the recertification process prior to the date of the on-site review, provided the site is operational and has all required fire clearances.
- 4) Nothing in this section precludes the Department from establishing procedures for issuance of separate provider identification numbers for each of the organizational provider sites operated by the Contractor to facilitate the claiming of FFP by the Contractor and the Department's tracking of that information.

**Exhibit E
ADDITIONAL PROVISIONS****H. Excluded Providers**

- 1) If the Department learns that the Contractor has a prohibited affiliation, as described in Attachment 1, Section 2, the Department:
 - a) Must notify the Secretary of the noncompliance.
 - b) May continue an existing agreement with the Contractor unless the Secretary directs otherwise.
 - c) May not renew or otherwise extend the duration of an existing agreement with the Contractor unless the Secretary provides to the State and to Congress a written statement describing compelling reasons that exist for renewing or extending the agreement despite the prohibited affiliations.
 - d) Nothing in this section must be construed to limit or otherwise affect any remedies available to the U.S. under sections 1128, 1128A or 1128B of the Act. (42 C.F.R. §438.610(d).)

I. Sanctions

The Department shall conduct oversight in accordance with Cal. Code Regs., tit. 9, §§ 1810.380(a) and impose sanctions on the Contractor for violations of the terms of this contract, and applicable federal and state law and regulations, or the state plan or approved waivers, or for other good cause in accordance with Welf. & Inst. Code § 14197.7 and guidance issued by the Department pursuant to subdivision (r) of Welf. & Inst. Code § 14197.7.

J. Notification

The Department shall notify beneficiaries of their Medi-Cal specialty mental health benefits and options available upon termination or expiration of this contract.

K. Performance Measurement

The Department shall measure the Contractor's performance based on Medi-Cal approved claims and other data submitted by the Contractor to

Exhibit E ADDITIONAL PROVISIONS

the Department using standard measures established by the Department in consultation with stakeholders.

6. State and Federal Law Governing this Contract
 - A. The Contractor/Subrecipient Designation: the Contractor is considered a contractor subject to 2 C.F.R Part 200 (45 C.F.R. Part 75).
 - B. The Contractor agrees to comply with all applicable federal and state law, including but not limited to the statutes and regulations incorporated by reference below in Sections D, G, and H, and applicable sections of the state plan and waiver in its provision of services as the Mental Health Plan. The Contractor agrees to comply with any changes to these statutes and regulations that may occur during the contract period and any new applicable statutes or regulations. These obligations shall apply without the need for a Contract amendment(s). To the extent there is a conflict between federal or state law or regulation and a provision in this contract, the Contractor shall comply with the federal or state law or regulation and the conflicting Contract provision shall no longer be in effect.
 - C. The Contractor agrees to comply with all existing policy letters issued by the Department. All policy letters issued by the Department subsequent to the effective date of this Contract shall provide clarification of the Contractor's obligations pursuant to this Contract, and may include instructions to the Contractor regarding implementation of mandated obligations pursuant to State or federal statutes or regulations, or pursuant to judicial interpretation.
 - D. Federal law:
 - 1) Title 42 United States Code, to the extent that these requirements are applicable;
 - 2) 42 C.F.R. to the extent that these requirements are applicable;
 - 3) 42 C.F.R. Part 438, Medicaid Managed Care, limited to those provisions that apply to Prepaid Inpatient Health Plans (PIHPs), except for the provisions listed in paragraph D and E, below.
 - 4) 42 C.F.R. § 455 to the extent that these requirements are applicable;

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ADDITIONAL PROVISIONS

- 5) 45 C.F.R. § 92.1 et seq. to the extent these requirements are applicable;
- 6) Title VI of the Civil Rights Act of 1964;
- 7) Title IX of the Education Amendments of 1972;
- 8) Age Discrimination Act of 1975;
- 9) Rehabilitation Act of 1973;
- 10) Americans with Disabilities Act;
- 11) Section 1557 of the Patient Protection and Affordable Care Act;
- 12) Deficit Reduction Act of 2005;
- 13) Balanced Budget Act of 1997;
- 14) The Contractor shall comply with the provisions of the Copeland Anti-Kickback Act, which requires that all contracts and subcontracts in excess of \$2000 for construction or repair awarded by the Contractor and its subcontractors shall include a provision for compliance with the Copeland Anti-Kickback Act.
- 15) The Contractor shall comply with the provisions of the Davis-Bacon Act, as amended, which provides that, when required by Federal Medicaid program legislation, all construction contracts awarded by the Contractor and its subcontractors of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations.
- 16) The Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act, as applicable, which requires that all subcontracts awarded by the Contractor in excess of \$2,000 for construction and in excess of \$2,500 for other subcontracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards Act.

Exhibit E
ADDITIONAL PROVISIONS

- 17) Any applicable federal and state laws that pertain to beneficiary rights.

- 18) Should any part of the scope of work under this contract relate to a State program receiving Federal Financial Participation (FFP) that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which CMS has withdrawn federal authority, or which is the subject of a legislative repeal), the Contractor must do no work on that part after the effective date of the loss of such program authority. DHCS must adjust payments to remove costs that are specific to any State program or activity receiving FFP that is no longer authorized by law. If the Contractor works on a State program or activity receiving FFP that is no longer authorized by law after the date the legal authority for the work ends, the Contractor will not be paid for that work. If DHCS has paid Contractor in advance to work on a no-longer-authorized State program or activity receiving FFP and under the terms of this contract the work was to be performed after the date the legal authority ended, the payment for that work should be returned to DHCS. However, if the Contractor worked on a State program or activity receiving FFP prior to the date legal authority ended for that State program or activity, and DHCS included the cost of performing that work in its payments to the Contractor, the Contractor may keep the payment for that work even if the payment was made after the date the State program or activity receiving FFP lost legal authority.

DHCS will attempt to provide Contractor with timely notice of the loss of program authority.

- E. The following sections of 42 Code of Federal Regulations, part 438 are inapplicable to this Contract:
- 1) §438.3(b) Standard Contract Provisions – Entities eligible for comprehensive risk contracts
 - 2) §438.3(c) Standard Contract Provisions - Payment
 - 3) §438.3(g) Standard Contract Provisions - Provider preventable conditions

**Exhibit E
ADDITIONAL PROVISIONS**

- 4) §438.3(o) Standard Contract Provisions - LTSS contract requirements
- 5) §438.3(p) Standard Contract Provisions – Special rules for HIOs
- 6) §438.3(s) Standard Contract Provisions – Requirements for MCOs, PIHPs, or PAHPs that provide covered outpatient drugs
- 7) §438.4 Actuarial Soundness
- 8) §438.5 Rate Development Standards
- 9) §438.6 Special Contract Provisions Related to Payment
- 10) §438.7 Rate Certification Submission
- 11) §438.8 Medical Loss Ratio Standards
- 12) §438.9 Provisions that Apply to Non-emergency Medical Transportation
- 13) §438.50 State Plan Requirements
- 14) §438.52 Choice of MCOs, PIHPs, PAHPs, PCCMs, and PCCM entities
- 15) §438.56 Disenrollment: requirements and limitations
- 16) §438.70 Stakeholder engagement when LTSS is delivered through a managed care program
- 17) 438.74 State Oversight of the Minimum MLR Requirements
- 18) §438.104 Marketing
- 19) §438.106 Liability for Payment
- 20) §438.108 Cost Sharing
- 21) §438.110 Member advisory committee
- 22) §438.114 Emergency and Post-Stabilization

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ADDITIONAL PROVISIONS**

- 23) §438.362 Exemption from External Quality Review
 - 24) §438.700-730 Basis for Imposition of Sanctions
 - 25) §438.802 Basic Requirements
 - 26) §438.810 Expenditures for Enrollment Broker Services
 - 27) §438.816 Expenditures for the beneficiary support system for enrollees using LTSS
- F. Specific provisions of 42 Code of Federal Regulations, part 438 relating to the following subjects are inapplicable to this Contract:
- 1) Long Terms Services and Supports
 - 2) Managed Long Terms Services and Supports
 - 3) Actuarially Sound Capitation Rates
 - 4) Medical Loss Ratio
 - 5) Religious or Moral Objections to Delivering Services
 - 6) Family Planning Services
 - 7) Drug Formularies and Covered Outpatient Drugs
- G. Pursuant to Welf. & Inst. Code section 14704, a regulation or order concerning Medi-Cal specialty mental health services adopted by the State Department of Mental Health pursuant to Division 5 (commencing with Section 5000), as in effect preceding the effective date of this section, shall remain in effect and shall be fully enforceable, unless and until the readoption, amendment, or repeal of the regulation or order by DHCS, or until it expires by its own terms.
- H. State Law:
- The Contractor shall comply with all State and federal statutes and regulations, the terms of this Agreement, BHINs, and any other applicable authorities. In the event of a conflict between the terms of this Agreement

Exhibit E
ADDITIONAL PROVISIONS

and a State or federal statute or regulation, or a BHIN, the Contractor shall adhere to the applicable statute, regulation or BHIN.

- 1) Division 5, Welf. & Inst. Code, to the extent that these requirements are applicable to the services and functions set forth in this contract
- 2) Welf. & Inst. Code §§ 14059.5 and 14184.402
- 3) Welf. & Inst. Code §§ 14680-14685.1
- 4) Welf. & Inst. Code §§ 14700-14727
- 5) Chapter 7, Part 3, Division 9, Welf. & Inst. Code, to the extent that these requirements are applicable to the services and functions set forth in this contract
- 6) Cal. Code Regs., tit. 9, § 1810.100 et. seq. – Medi-Cal Specialty Mental Health Services, except for those regulations that are superseded by BHINs
- 7) Cal. Code Regs., tit. 22, §§ 50951 and 50953
- 8) Cal. Code Regs., tit. 22, §§ 51014.1 and 51014.2

Exhibit E – Attachment 1 DEFINITIONS

1. The following definitions and the definitions contained in Cal. Code Regs., tit. 9, sections 1810.100-1850.535 shall apply in this contract. If there is a conflict between the following definitions and the definitions in Cal. Code Regs., tit. 9, sections 1810.100-1850.535, the definitions below will apply.
 - A. “Advance Directives” means a written instruction, such as a living will or durable power of attorney for health care, recognized under State law (whether statutory or as recognized by the courts of the State), relating to the provision of the healthcare when the individual is incapacitated.
 - B. “Abuse” means, as the term described in, provider practices that are inconsistent with sound, fiscal, business, or medical practices, and result in an unnecessary cost to the Medi-Cal program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. It also includes beneficiary practices that result in unnecessary cost to the Medi-Cal program. (See 42 C.F.R. §§ 438.2, 455.2)
 - C. “Appeal” means a review by the Contractor of an adverse benefit determination.
 - D. “Beneficiary” means a Medi-Cal recipient who is currently receiving services from the Contractor.
 - E. "Contractor" means «Contractor_Name».
 - F. "Covered Specialty Mental Health Services" are defined in Exhibit E, Attachment 2.
 - G. "Department" means the California Department of Health Care Services (DHCS).
 - H. “Director” means the Director of DHCS.
 - I. “Discrimination Grievance” means a complaint concerning the unlawful discrimination on the basis of any characteristic protected under federal or state law, including sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.
 - J. “Emergency” means a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need

Exhibit E – Attachment 1 DEFINITIONS

is perceived by emergency medical personnel or a public safety agency (Health & Safety Code § 1797.07).

- K. “Fraud” means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to self or some other person. It includes an act that constitutes fraud under applicable State and Federal law. (42 C.F.R. §§ 438.2, 455.2)
- L. “Grievance” means an expression of dissatisfaction about any matter other than adverse benefit determination. Grievances may include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the beneficiary’s rights regardless of whether remedial action is requested. Grievance includes a beneficiary’s right to dispute an extension of time proposed by the Contractor to make an authorization decision. (42 C.F.R. § 438.400)
- M. “Habilitative services and devices” help a person keep, learn, or improve skills and functioning for daily living. (45 C.F.R. § 156.115(a)(5)(i))
- N. “HHS” means the United States Department of Health and Human Service
- O. “Homelessness” means The beneficiary meets the definition established in section 11434a of the federal McKinney-Vento Homeless Assistance Act.¹⁵ Specifically, this includes (A) individuals who lack a fixed, regular, and adequate nighttime residence (within the meaning of section 103(a)(1) of the Act); and (B) includes (i) children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals; (ii) children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of section 103(a)(2)(C)); (iii) children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and (iv) migratory children (as such term is defined in section 1309 of the Elementary and Secondary Education Act of 1965)

Exhibit E – Attachment 1 DEFINITIONS

who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).

- P. Indian Health Care Provider (IHCP) means a health care program operated by the IHS (“IHS facility”), an Indian Tribe, a Tribal Organization, or Urban Indian Organization (otherwise known as an I/T/U) as those terms are defined in section 4 of the Indian Health Care Improvement Act (25 U.S.C. § 1603).

- Q. “Involvement in child welfare” means the beneficiary has an open child welfare services case, or the beneficiary is determined by a child welfare services agency to be at imminent risk of entering foster care but able to safely remain in their home or kinship placement with the provision of services under a prevention plan, or the beneficiary is a child whose adoption or guardianship occurred through the child welfare system. A child has an open child welfare services case if: a) the child is in foster care or in out of home care, including both court-ordered and by voluntary agreement; or b) the child has a family maintenance case (pre-placement or post-reunification), including both court-ordered and by voluntary agreement. A child can have involvement in child welfare whether the child remains in the home or is placed out of the home.

- R. “Juvenile justice involvement” means the beneficiary (1) has ever been detained or committed to a juvenile justice facility, or (2) is currently under supervision by the juvenile delinquency court and/or a juvenile probation agency. Beneficiaries who have ever been in custody and held involuntarily through operation of law enforcement authorities in a juvenile justice facility, including youth correctional institutions, juvenile detention facilities, juvenile justice centers, and other settings such as boot camps, ranches, and forestry/conservation camps, are included in the “juvenile justice involvement” definition. Beneficiaries on probation, who have been released home or detained/placed in foster care pending or post-adjudication, under probation or court supervision, participating in juvenile drug court or other diversion programs, and who are otherwise under supervision by the juvenile delinquency court and/or a juvenile probation agency also meet the “juvenile justice involvement” criteria.

- S. “Managed Care Organization” (MCO) means an entity that has, or is seeking to qualify for, a comprehensive risk contract under 42 C.F.R. Part 438, and is: 1) a Federally qualified HMO that meets the advance directives requirements of Subpart I of Part 489 of 42 C.F.R.; or, 2) any

Exhibit E – Attachment 1 DEFINITIONS

public or private entity that meets the advance directive requirements and is determined by the Secretary of Health and Human Services to also meet the following conditions: i) makes the services that it provides to its Medicaid beneficiaries as accessible (in terms of timeliness, amount, duration, and scope) as those services are to other Medicaid beneficiaries within the area served by the entity, ii) meet the solvency standards of 42 C.F.R. 438.116. (42 C.F.R. § 438.2)

- T. “Medically necessary” or “medical necessity” has the same meaning as set forth in Welfare and Institutions Code section 14059.5. For individuals 21 years of age or older, a service is “medically necessary” or a “medical necessity” when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain. For individuals under 21 years of age, a service is “medically necessary” or a “medical necessity” if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.
- U. A “Network Provider” means any provider, group of providers, or entity that has a network provider agreement with a Mental Health Plan, or a subcontractor, and receives Medicaid funding directly or indirectly to order, refer or render covered services as a result of the Department’s contract with a Mental Health Plan. A network provider is not a subcontractor by virtue of the network provider agreement. (42 C.F.R. § 438.2)
- V. “Out-of-network provider” means a provider or group of providers that does not have a network provider agreement with a Mental Health Plan, or with a subcontractor. (A provider may be “out of network” for one Mental Health Plan, but in the network of another Mental Health Plan.)
- W. “Out-of-plan provider” has the same meaning as out-of-network provider.
- X. “Overpayment” means any payment made to a network provider by a Mental Health Plan to which the network provider is not entitled under Title XIX of the Act or any payment to a Mental Health Plan by a State to which the Mental Health Plan is not entitled to under Title XIX of the Act. (42 C.F.R. § 438.2)
- Y. “Provider” means a person or entity who is licensed, certified, or otherwise recognized or authorized under state law governing the healing arts to provide specialty mental health services and who meets the standards for participation in the Medi-Cal program as described in California Code of

Exhibit E – Attachment 1 DEFINITIONS

Regulations, title 9, Division 1, Chapters 10 or 11 and in Division 3, Subdivision 1 of Title 22, beginning with Section 50000. Provider includes but is not limited to licensed mental health professionals, clinics, hospital outpatient departments, certified day treatment facilities, certified residential treatment facilities, skilled nursing facilities, psychiatric health facilities, general acute care hospitals, and acute psychiatric hospitals. The MHP is a provider when direct services are provided to beneficiaries by employees of the Mental Health Plan.

- Z. “Physician Incentive Plans” mean any compensation arrangement to pay a physician or physician group that may directly or indirectly have the effect of reducing or limiting the services provided to any plan enrollee.
- AA. “PIHP” means Prepaid Inpatient Health Plan. . A Prepaid Inpatient Health Plan is an entity that:
- 1) Provides medical services to beneficiaries under contract with the Department of Health Care Services, and on the basis of prepaid capitation payments, or other payment arrangement that does not use state plan rates;
 - 2) Provides, arranges for, or otherwise has responsibility for the provision of any inpatient hospital or institutional services for its beneficiaries; and
 - 3) Does not have a comprehensive risk contract. (42 C.F.R. § 438.2)
- BB. "Rehabilitation" means a recovery or resiliency focused service activity which addresses a mental health need. This service activity provides assistance in restoring, improving, and/or preserving a beneficiary's functional, social, communication, or daily living skills to enhance self-sufficiency or self-regulation in multiple life domains relevant to the developmental age and needs of the beneficiary. Rehabilitation also includes support resources, and/or medication education. Rehabilitation may be provided to a beneficiary or a group of beneficiaries. (California's Medicaid State Plan, State Plan Amendment 10-016, Attachment 3.1-A, Supplement 3, p. 2a.)
- CC. “Satellite site” means a site owned, leased or operated by an organizational provider at which specialty mental health services are delivered to beneficiaries fewer than 20 hours per week, or, if located at a

Exhibit E – Attachment 1 DEFINITIONS

multiagency site at which specialty mental health services are delivered by no more than two employees or contractors of the provider.

- DD. “Specialist” means a psychiatrist who has a license as a physician and surgeon in this state and shows evidence of having completed the required course of graduate psychiatric education as specified by the American Board of Psychiatry and Neurology in a program of training accredited by the Accreditation Council for Graduate Medical Education, the American Medical Association, or the American Osteopathic Association. (Cal. Code Regs., tit. 9 § 623.)
- EE. "Subcontract" means an agreement entered into by the Contractor with any of the following:
- 1) Any other organization or person who agrees to perform any administrative function or service for the Contractor specifically related to securing or fulfilling the Contractor's obligations to the Department under the terms of this contract.
 - 2) “Subcontractor” means an individual or entity that has a contract with an MCO, PIHP, PAHP, or PCCM entity that relates directly or indirectly to the performance of the MCO's, PIHP's, PAHP's, or PCCM entity's obligations under its contract with the State. A network provider is not a subcontractor by virtue of the network provider agreement with the MCO, PIHP, or PAHP. Notwithstanding the foregoing, for purposes of Exhibit D(F) the term “subcontractor” shall include network providers.

**Exhibit E – Attachment 2
SERVICE DEFINITIONS**

1. The Contractor shall provide, or arrange and pay for, the following covered specialty mental health services to beneficiaries of Mariposa County. Services shall be provided as medically necessary and approved and authorized according to State of California requirements. Services include:
 - A. Mental Health Services Individual or group therapies and interventions are designed to provide a reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living, and enhanced self-sufficiency. These services are separate from those provided as components of adult residential services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include, but are not limited to:
 - 1) Assessment - A service activity designed to evaluate the current status of mental, emotional, or behavioral health.
 - 2) Therapy - A service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to reduce functional impairments. Therapy may be delivered to an individual or group and may include family therapy at which the client is present.
 - 3) Rehabilitation - A service activity that includes, but is not limited to, assistance, improving, maintaining or restoring functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills; obtaining support resources; and/or obtaining medication education.
 - 4) Collateral - A service activity involving a significant support person in the beneficiary's life for the purpose of addressing the mental health needs of the beneficiary. Collateral may include, but is not limited to, consultation and training of the significant support person(s) to assist in better utilization of mental health services by the client, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s). The client may or may not be present for this service activity.
 - B. Medication Support Services include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. Service

**Exhibit E – Attachment 2
SERVICE DEFINITIONS**

activities may include but are not limited to: evaluation of the need for medication; evaluation of clinical effectiveness and side effects; obtaining informed consent; instruction in the use, risks and benefits of, and alternatives for, medication; collateral and plan development related to the delivery of service and/or assessment for the client; prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals; and medication education.

- C. Day Treatment Intensive are a structured, multi-disciplinary program of therapy that may be used as an alternative to hospitalization, or to avoid placement in a more restrictive setting, or to maintain the client in a community setting and which provides services to a distinct group of beneficiaries who receive services for a minimum of three hours per day (half-day) or more than four hours per day (full-day). Service activities may include, but are not limited to, assessment, plan development, therapy, rehabilitation and collateral. Collateral addresses the mental health needs of the beneficiary to ensure coordination with significant others and treatment providers.
- D. Day Rehabilitation services are a structured program of rehabilitation and therapy with services to improve, maintain or restore personal independence and functioning, consistent with requirements for learning and development and which provides services to a distinct group of beneficiaries who receive services for a minimum of three hours per day (half-day) or more than four hours per day (full-day). Service activities may include, but are not limited to assessment, plan development, therapy, rehabilitation and collateral. Collateral addresses the mental health needs of the beneficiary to ensure coordination with significant others and treatment providers.
- E. Crisis Intervention services last less than 24 hours and are for, or on behalf of, a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities include, but are not limited to, assessment, collateral and therapy. Crisis Intervention services may either be face-to-face or by telephone with the beneficiary or the beneficiary's significant support person and may be provided anywhere in the community.
- F. Crisis Stabilization services last less than 24 hours and are for, or on behalf of, a beneficiary for a condition that requires a more timely response than a regularly scheduled visit. Service activities include but

Exhibit E – Attachment 2 SERVICE DEFINITIONS

are not limited to one or more of the following: assessment, collateral, and therapy. Collateral addresses the mental health needs of the beneficiary to ensure coordination with significant others and treatment providers.

- G. Adult Residential Treatment Services are rehabilitative services provided in a non-institutional, residential setting for beneficiaries who would be at risk of hospitalization or other institutional placement if they were not receiving residential treatment services. The services include a wide range of activities and services that support beneficiaries in their effort to restore, maintain, and apply interpersonal and independent living skills and to access community support systems. Service activities may include assessment, plan development, therapy, rehabilitation, and collateral. Collateral addresses the mental health needs of the beneficiary to ensure coordination with significant others and treatment providers.
- H. Crisis Residential services provide an alternative to acute psychiatric hospital services for beneficiaries who otherwise would require hospitalization. The CRS programs for adults provide normalized living environments, integrated into residential communities. The services follow a social rehabilitation model that integrates aspects of emergency psychiatric care, psychosocial rehabilitation, milieu therapy, case management and practical social work.
- I. Psychiatric Health Facility Services—A Psychiatric Health Facility is a facility licensed under the provisions beginning with Section 77001 of Chapter 9, Division 5, Title 22 of the California Code of Regulations. “Psychiatric Health Facility Services” are therapeutic and/or rehabilitative services provided in a psychiatric health facility on an inpatient basis to beneficiaries who need acute care, which meets the criteria of Section 1820.205 of Chapter 11, Division 1, Title 9 of the California Code of Regulations, and whose physical health needs can be met in an affiliated general acute care hospital or in outpatient settings. These services are separate from those categorized as “Psychiatric Inpatient Hospital”.
- J. Intensive Care Coordination (ICC) is a targeted case management service that facilitates assessment of, care planning for and coordination of services to beneficiaries under age 21 who are eligible for the full scope of Medi-Cal services and who meet medical criteria to access SMHS. ICC service components include: assessing; service planning and implementation; monitoring and adapting; and transition. ICC services are provided through the principles of the Integrated Core Practice Model (ICPM), including the establishment of the Child and Family Team (CFT)

Exhibit E – Attachment 2 SERVICE DEFINITIONS

to ensure facilitation of a collaborative relationship among a child, their family and involved child-serving systems. The CFT is comprised of – as appropriate, both formal supports, such as the care coordinator, providers, case managers from child-serving agencies, and natural supports, such as family members, neighbors, friends, and clergy and all ancillary individuals who work together to develop and implement the client plan and are responsible for supporting the child and family in attaining their goals. ICC also provides an ICC coordinator who:

- 1) Ensures that medically necessary services are accessed, coordinated and delivered in a strength-based, individualized, family/child driven and culturally and linguistically competent manner and that services and supports are guided by the needs of the child;
- 2) Facilitates a collaborative relationship among the child, their family and systems involved in providing services to the child;
- 3) Supports the parent/caregiver in meeting their child's needs;
- 4) Helps establish the CFT and provides ongoing support; and
- 5) Organizes and matches care across providers and child serving systems to allow the child to be served in their community.

K. Intensive Home Based Services (IHBS) are individualized, strength-based interventions designed to ameliorate mental health conditions that interfere with a child's functioning and are aimed at helping the child build skills necessary for successful functioning in the home and community and improving the child's family's ability to help the child successfully function in the home and community. IHBS services are provided in accordance with the Integrated Core Practice Model (ICPM) by the Child and Family Team (CFT) in coordination with the family's overall service plan which may include IHBS. Service activities may include, but are not limited to assessment, treatment plan, therapy, rehabilitation and collateral. IHBS is provided to beneficiaries under 21 who are eligible for the full scope of Medi-Cal services and who meet the access criteria for SMHS.

L. Therapeutic Behavioral Services (TBS) are intensive, individualized, short-term outpatient treatment interventions for beneficiaries up to age 21. Individuals receiving these services have serious emotional disturbances

Exhibit E – Attachment 2 SERVICE DEFINITIONS

(SED), are experiencing a stressful transition or life crisis and need additional short-term, specific support services.

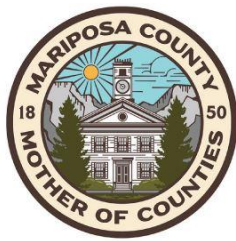
- M. Therapeutic Foster Care (TFC) Services model allows for the provision of short-term, intensive, highly coordinated, trauma informed and individualized specialty mental health services activities (plan development, rehabilitation and collateral) to children up to age 21 who have complex emotional and behavioral needs and who are placed with trained, intensely supervised and supported TFC parents. The TFC parent serves as a key participant in the therapeutic treatment process of the child. The TFC parent will provide trauma informed interventions that are medically necessary for the child. TFC is intended for children ~~youth~~ who require intensive and frequent mental health support in a family environment. The TFC service model allows for the provision of certain specialty mental health services activities (plan development, rehabilitation and collateral) available under the EPSDT benefit as a home-based alternative to high level care in institutional settings such as group homes and an alternative to Short Term Residential Therapeutic Programs (STRTPs).
- N. Psychiatric Inpatient Hospital Services include both acute psychiatric inpatient hospital services and administrative day services. Acute psychiatric inpatient hospital services are provided to beneficiaries for whom the level of care provided in a hospital is medically necessary to diagnose or treat a covered mental illness. Administrative day services are inpatient hospital services provided to beneficiaries who were admitted to the hospital for an acute psychiatric inpatient hospital service and the beneficiary's stay at the hospital must be continued beyond the beneficiary's need for acute psychiatric inpatient hospital services due to lack of residential placement options at non-acute residential treatment facilities that meet the needs of the beneficiary.

Psychiatric inpatient hospital services are provided by SD/MC hospitals and FFS/MC hospitals. MHPs claim reimbursement for the cost of psychiatric inpatient hospital services provided by SD/MC hospitals through the SD/MC claiming system. FFS/MC hospitals claim reimbursement for the cost of psychiatric inpatient hospital services through the Fiscal Intermediary. MHPs are responsible for authorization of psychiatric inpatient hospital services reimbursed through either billing system. For SD/MC hospitals, the daily rate includes the cost of any needed professional services. The FFS/MC hospital daily rate does not

**Exhibit E – Attachment 2
SERVICE DEFINITIONS**

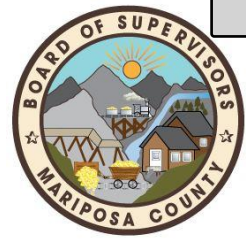
include professional services, which are billed separately from the FFS/MC inpatient hospital services via the SD/MC claiming system.

- O. Targeted case management is a service that assists a beneficiary in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure beneficiary access to services and the service delivery system; monitoring of the beneficiary's progress, placement services, and plan development. TCM services may be face-to-face or by telephone with the client or significant support persons and may be provided anywhere in the community. Additionally, services may be provided by any person determined by the MHP to be qualified to provide the service, consistent with the scope of practice and state law.



MARIPOSA COUNTY

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



D.24

MEETING: September 13, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Proclaim September 2021 as Suicide Prevention Awareness Month

RECOMMENDATION AND JUSTIFICATION:

Proclaim the Month of September 2022 as "Suicide Prevention Awareness Month"

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has previously supported proclamations related to mental health and behavioral health.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board will miss the opportunity to highlight the importance of suicide prevention and to give hope and resources to those considering suicide.

ATTACHMENTS:

Suicide Prevention Awareness Month Proclamation 2022 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III 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
“Suicide Prevention Awareness Month”

WHEREAS the month of September is known throughout the United States as National Suicide Prevention Awareness Month; and

WHEREAS suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and

WHEREAS, each year in the United States more than 45,000 people die by suicide; and in California more than 4,100 people; and

WHEREAS suicide is the 12th leading cause of death among all adults in the United States, and the 2nd leading cause of death among people aged 10 to 34; and

WHEREAS suicide is the 2nd leading cause of death among male veterans, and is the leading cause of death among female veterans, with America losing an average of 20 veterans per day to suicide; and

WHEREAS the Mariposa County Board of Supervisors chooses to publicly state that *no person considering suicide or struggling with any mental health issue should have to feel silenced or shamed*; and

WHEREAS any resident of Mariposa County who has thoughts of suicide should know that this community is here to support them and should be aware of the many ways to receive assistance – including by calling the crisis line at 209-966-7000; 800-549-6741, and call or text 988 Suicide & Crisis lifeline; and

WHEREAS Mariposa community members can help play a role in suicide prevention and are encouraged to stay connected to family, friends, and neighbors and to reach out if they see a need or feel concerned; a simple phone call, message, handshake, or hug can go a long way towards helping someone realize that suicide is not the answer.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California proclaims the month of September 2022 as “Suicide Prevention Awareness Month” in Mariposa County, in order to support suicide prevention awareness.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 13th day of September 2022, by unanimous vote.

Rosemarie Smallcombe, District I Supervisor

Wayne Forsythe, District IV Supervisor

Vacant, District II Supervisor

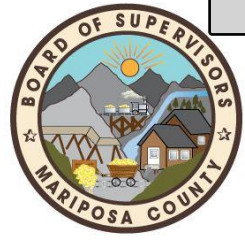
Miles Menetrey, District V Supervisor

Marshall Long, District III Supervisor



MARIPOSA COUNTY

Planning · 209-966-5151



D.25

MEETING: September 13, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: PAC Appointment (Historic Sites & Records Preservation)

RECOMMENDATION AND JUSTIFICATION:

Appoint Jacob Hawley to the Historic Sites and Records Preservation Commission, as an At Large Member, to Fill an Unexpired Term Ending February 28, 2025.

Mr. Hawley has expressed interest in serving on the commission.

With this appointment, there will be one vacancy.

Appointments, term expirations/vacancies have and will continue to be advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

It is appropriate for the Board to appoint eligible commission members to fill vacancies on this commission as well as recognize the service of commission members.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not appointing members when vacancies exist may result in a lack of quorum for meetings of the Historic Sites and Records Preservation Commission.

.

ATTACHMENTS:

220812 HSRPC Hawley redacted application 2022 (PDF)

220414 Vacancy Notice 2 (DOCX)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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



RECEIVED

County of Mariposa

MAY 06 2022

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

(209) 966-3222

Application for Appointment to **BOARD OF SUPERVISORS**
BOARDS, COMMISSIONS AND COMMITTEES

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

Name of Board, Commission or Committee for which you are applying:
 Historic Sites and Records Preservation Commission

Supervisory District in which you reside: Wayne Forsythe

Length of Residency in the County: 38 years

First Name:
 Jacob

Last Name:
 Hawley

Mailing Address:

Email Address:

Are you Over 18 Years of Age:
 Yes

Employment Status: Operation Manager Employed

Employer's Name:
 Mariposa County Visitor Center

Employer's Address:
 5158 Hwy 140 PO Box 425 Mariposa Ca 95338

Day Telephone Number:

Cell Phone Number:

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

I have grown up in Mariposa my whole life and have enjoyed our small town and community. I know sometimes we need change for growth in our County but with growth i feel we need to make sure we don't loose our Historic County and Sites that makes this County the place we all love. I feel i can be a benifit to this Committee.

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

Chamber of Commerce Board 2021.

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

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

I have been in Management for 10 years. I have Managed projects and events for many years. I now am Mariposa County Visitor Center Operation Manager, in my job i have to be very knowledgeable about our County, Community, and the History.

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:

N/A

Resume
Attached

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

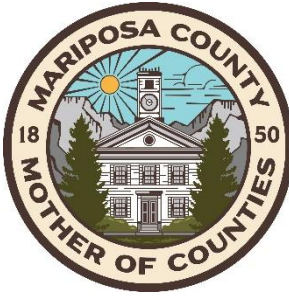
Dated: 5/6/2022

Signature:

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Mariposa County

SARAH WILLIAMS
Planning Director



5100 Bullion Street
P.O. Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
swilliams@mariposacounty.org
www.mariposacounty.org

SPECIAL NOTICE OF VACANCIES ON THE HISTORIC SITES AND RECORDS PRESERVATION COMMISSION

Two (2) At Large vacancies currently exist on the Historic Sites and Records Preservation Commission. One vacancy expires on February 29, 2024, and the other vacancy is to fill a remaining term that expires on February 28, 2025.

The purpose of this Commission is to perform duties and responsibilities as set forth in Section 2.90.060 of the Mariposa County Code, including but not limited to:

- Maintaining a system for survey and inventory of historic properties.
- Overseeing the compiling, recording, and updating of information on cultural and historic resources within the county.
- Maintaining the official "Mariposa County List of Buildings or Structures, Sites and other Historical Resources with Special Historical or Architectural Significance".
- Publication of procedural rules for registering historic properties which are identified in the county historic and cultural resources survey program in the National Register of Historic Places in accordance with the requirements of the National Historic Preservation Act, section 101(c)(2).
- Reviewing all discretionary private development projects which may impact an historic or archaeological site in the county upon referral from the board of supervisors, planning commission, or a county department head.
- Reviewing all public projects undertaken by the county or other government agency which may impact an historic or archaeological site upon referral from the board of supervisors or a county department head.
- Reviewing county policies and ordinances which regulate or affect historic or archaeological sites and may make recommendations to the board on historic site preservation policies and ordinances.
- Review new names proposed for roads in the county-maintained system for historical significance and may make recommendations to the board of supervisors on the proposed road name.
- Evaluation of county records for measures to preserve such historical records.
- Recommendations to the board of supervisors measures designed to preserve and/or restore the integrity of historic buildings, structures, sites, and other historical resources.

Refer to Ordinance 1157 for complete description of duties and responsibilities.

The Commission is an advisory group to the Mariposa County Board of Supervisors. Appointment terms are for three years and expire the last day of February. Members shall have a demonstrated interest and/or knowledge of Mariposa County History and/or historic preservation.

Persons interested in serving on the Committee should complete an application which can be obtained at either the Mariposa County Planning Department or the Clerk of the Board's Office or can be found on-line at:

<http://www.mariposacounty.org/DocumentCenter/View/39675/Committees-Application---blank-fillable?bidId=>

Completed applications need to be sent to the, Clerk of the Board, by mail at P. O. Box 784, Mariposa, CA 95338,

Posting Locations for this notice:

Mariposa History Center
Northern Mariposa County History Center
Mariposa County Library
Mariposa County Planning
Mariposa County Clerk
Mariposa County Courthouse
www.mariposacounty.org/planning

Notice Date:04/14/2022

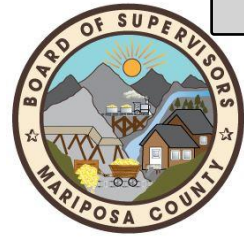
Deadline for Submission: Until filled

Attachment: 220414 Vacancy Notice 2 (2022-86 : PAC Appointment (Historic Sites & Records Preservation))



MARIPOSA COUNTY

Planning · 209-966-5151



MEETING: September 13, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: PAC Appointment (Wawona)

RECOMMENDATION AND JUSTIFICATION:

Appoint Gale Banks, Paul Koubek, Roger Soulanille and Gary Wuchner to the Wawona Town Planning Advisory Committee with Terms to Expire February 29, 2024.

All the applicants have previously served on this committee and have expressed interest in continuing to serve.

With this action there will be 8 vacancies on this Committee and a new vacancy notice will be generated.

Appointments, term expirations/vacancies have been advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

It is customary that recommendations for citizens advisory committee appointments and re-appointments are made by the District Supervisor.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not appointing members may cause the committee to have a lack of quorum.

ATTACHMENTS:

Gale Banks redacted application 2022 (PDF)
Paul Koubek redacted application 2022 (PDF)
Roger Soulanille redacted application 2022 (PDF)
Gary Wuchner redacted application 2022 (PDF)
220422 Wawona vacancies 12 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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



RECEIVED County of Mariposa
 APR 26 2022
 BOARD OF SUPERVISORS
 5100 Bullion Street
 P.O. Box 784
 Mariposa, CA 95338
 (209) 966-3222

Application for Appointment to Mariposa County
BOARDS, COMMISSIONS AND COMMITTEES

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

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

Wawona Town Planning Advisory Committee

Supervisory District in which you Reside:

District 1

Length of Residency in the County:

INSTRUCTIONS

Completely fill out this form,
 sign and return to:

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

First Name:

Gale

Last Name:

Banks

Mailing Address:

Email Address:

Are you Over 18 Years of Age:

yes

Employment Status: Full Time

Employer's Name:

Gale Banks Engineering

Employer's Address:

546 S. Duggan Avenue Azusa, CA 91702

Day Telephone Number:

Cell Phone Number:

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

I am a long term property owner in Wawona and have been active in supporting the community and school for a few decades. I have been a member of WTPAC since its beginning and wish to continue, if allowed.

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

Wawona Town Planning Advisory Committee

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

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

Worked in the engineering section of the City Planning Department, Traffic Department and Department of Water and Power, City of Los Angeles. Period of service 1960 thru 1967.

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:

N/A

Resume
Attached:

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

Usually unlimited availability

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: 4-18-22

Signature:



NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION



County of Mariposa

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

(209) 966-3222

Application for Appointment to Mariposa County
BOARDS, COMMISSIONS AND COMMITTEES

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

Name of Board, Commission or Committee for which you are applying:
Wawona PAC

Supervisory District in which you Reside: District 1

Length of Residency in the County: 10+ Years

First Name:
Paul

Last Name:
Koubek

Mailing Address:

Email Address:

Are you Over 18 Years of Age:
Yes

Employment Status: Employed

Employer's Name:
Various, including the Yosemite Mountaineering School

Employer's Address:
9020 Curry Village Dr, Yosemite Valley, CA 95389

Day Telephone Number:

Cell Phone Number:

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

As a long time (10+ years) Mariposa County Resident who currently resides in Wawona, I am seeking to increase my involvement in the community.

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

I am an elected member of the Board of Directors for the American Mountain Guides Association, currently in my second term. I also serve as the Appointed Chair of the Compliance Committee for this Board.

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

position:

Please see above. As a long time (10+ years) Mariposa County Resident who currently resides in Wawona, I am seeking to increase my involvement in the community. I am an elected member of the Board of Directors for the American Mountain Guides Association, currently in my second term. I also serve as the Appointed Chair of the Compliance Committee for this Board.

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:**
Yes

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

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: 4/17/2022

Signature: 

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION



RECEIVED

APR 22 2022

BOARD OF SUPERVISORS

County of Mariposa

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

(209) 966-3222

Application for Appointment to Mariposa County
BOARDS, COMMISSIONS AND COMMITTEES

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

Name of Board, Commission or Committee for which you are applying:
 Wawona Town Planning Advisory Committee

Supervisory District in which you reside:

Length of Residency in the County:

First Name:

Roger

Last Name:

Soulanille

Mailing Address:

Email Address:

Employment Status: Self employed

Employer's Name:

Employer's Address:

Day Telephone Number:

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:
 Wawona land owner.

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

INSTRUCTIONS

Completely fill out this form,
 sign and return to:

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

Are you Over 18 Years of Age:
 Yes

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Last Modified: 11/ /2013

Page 1 of 2

Packet Pg. 565

Attachment: Roger Soulanille redacted application 2022 (2022-87 : PAC Appointment (Wawona))

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

Wawona Town Planning Advisory Committee member since February 18, 2003.

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:

Resume
Attached:

Time(s) you have available to attend meetings (days, evenings, etc.):
Days and evenings with advance notice.

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: 04/19/2022

Signature:

Roger H. Soulanille

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION



RECEIVED

APR 22 2022

County of Mariposa

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

(209) 966-3222

BOARD OF SUPERVISORS

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:

WAWONA TOWN PLANNING ADVISORY COMMITTEE

Supervisorial District in which you Reside:

1

Length of Residency in the County:

15 YRS

First Name:

GARY

Last Name:

WUCHNER

Mailing Address:

Email Address:

Are you Over 18 Years of Age:

YES

Employment Status: RETIRED

Employer's Name:

RETIRED - YOSEMITE NATL PARK

Employer's Address:

YOSEMITE NATL PARK PO BOX 577, CA 95389

Day Telephone Number:

Cell Phone Number:

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

I AM CURRENTLY ON THE WTPAC COMMITTEE, AND APPLYING FOR A SECOND TERM. I'M ALSO THE SECRETARY. I POSSESS THE NEEDED COMMUNITY KNOWLEDGE AND EXPERIENCE APPLICABLE FOR THE COMMITTEE.

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

NONE.

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:

- THIS IS MY SECOND AND CONCURRENT TO MY APPOINTMENT IN 2020/2021.
- MY EDUCATION IS FOCUSED ON PUBLIC POLICY.
- MY ENTIRE WORK EXPERIENCE AND OCCUPATIONS HAS BEEN PUBLIC SERVICE.
- I HAVE EXPERIENCE WORKING WITH ALL YOSEMITE COMMUNITIES CONCERNING REQUESTS, LANDS AND COMMUNICATIONS - AS THE PARK'S LAND MANAGER
- I HAVE WORKED DIRECTLY WITH MARIPOSA PLANNING AND BUILDING DEPARTMENTS TO WORK WITH LANDOWNERS AND THE PARK TO SOLVE OR COORDINATE BUILDING/LAND DEVELOPMENT.

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.):

ANY TIME WITH NO LIMITATIONS

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: 4.15.2022

Signature: Gary Wuchner

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Gary Wuchner
 PO Box 2042
 Wawona, CA 95389
 (209) 375-6811 (residence) - (805) 890-6122 (mobile)
gpwuchner@gmail.com
 Resume for Wawona Town Planning Committee
 Current WTPAC Committee Secretary – re-applying for next term.

Education

Masters of Arts Degree: Education and Public Policy - 12/1985

California State University Long Beach
 Long Beach, CA 90840

Bachelor of Arts Degree: History - 6/1972

California Polytechnic State University at Pomona,
 Pomona, CA 91768

Associates of Science Degree: Fire Science -1/1975

Long Beach City College
 Long Beach, CA 90808

Associates of Arts Degree: History - 1/1970

Long Beach City College
 Long Beach, CA 90808

Additional Education:

Rio Salado College: Certificate Public Administration - 7/2010

Tempe, AZ 85281

Aviation System Safety Management: Professional Certificate - 5/1992

Institute of Systems and Safety Management,
 University of Southern California,
 Los Angeles, CA 90089

Fire Protection Administration: 36 Units - 1975-1977

California State University Los Angeles,
 Los Angeles, CA 90032

Long Beach Polytechnic High School - 6/1967

Long Beach CA, 90813

Retired – Work Experience

12/15/2015 – 3/17/2017

Job Title, Series and Grade

Agency

Lands and Special Use Permit Officer – Acting Position

DOI, Yosemite National Park, PO Box 577, Yosemite CA 95389

The position was responsible for the park's realty/lands and permitting special use permits.

Attachment: Gary Wuchner redacted application 2022 (2022-87 : PAC Appointment (Wawona))

04/08/2008 to 12/15/2015**Job Title**

Fire Information, and Education Specialist

Agency

DOI, Yosemite National Park, PO Box 577, Yosemite, CA 95389

The position was communicating Yosemite Fire and Aviation Management and Department of Interior National Fire Policy.

12/18/1981 – 01/06/2006**Job Title**

Fire Captain/Paramedic

Agency

Orange County Fire Authority (OCFA), I Authority Rd, Irvine, CA 92602

Supervised, managed, and provided oversight of firefighters within multi-company and single company fire stations as a company officer. Specialty assignments included wildland, high-rise, hazardous material and airport. I led day to day activities of staff members, preparing and coordinating work schedules, and logistical needs.

5/1973 to 12/1981**Job Title**

Firefighter/Paramedic

Agency

City of Fountain Valley Fire Department, CA 926xx, Orange County

I was assigned to single and multi-company fire stations, within in a municipal setting. Responded to all hazard and fire emergencies, including medical, wildland, high-rise, hazardous materials, natural disasters (earthquake, flood, etc.), and mutual and automatic aid responses.

Credentials/Certificates:

- California State Board of Fire Services, Teaching Accreditation - current.
- California Community Colleges Lifetime Instructor Credential
- Orange County Fire Authority Leadership Institute
- National Fire Academy, Emmetsburg, MD - Interpersonal Dynamics in Fire Service Organizations.
- Paramedic Certification, Orange County California 1975 - 2006
- National Fire Academy, Louisiana State University, Baton Rouge, LA. Instructor Level -1990.

Additional Experience: Incident Command System (ICS) Position Assignments and Field Experience
(OCFA, cooperators, and Yosemite National Park)

The positions included overhead assignments as:

- Information Officer
- Cost Apportionment Unit Leader
- Division Group/Supervisor
- Medical Unit Leader
- Strike Team Leader Engine

Teaching/Instruction Specialist

- Santa Ana College, Santa Ana, CA – Fire Officer and Emergency Medical Technician - Instructor –1975 through 2008.
- University of Southern California, Aviation System Safety Management contract instructor - 1988 through 1995.

References:

Ed Mee

Wawona Town Planning Advisory Committee Member
ejmee@att.net
ed@ymspr.com

Gene Spindler

Wawona Town Planning Advisory Committee Member
949.735.6211
EASpindler@cox.net

Kevin Killian, Chief Ranger

Yosemite National Park
Office: 209.631.7748; Mobile: 209.372.0211
Kevin_killian@nps.gov

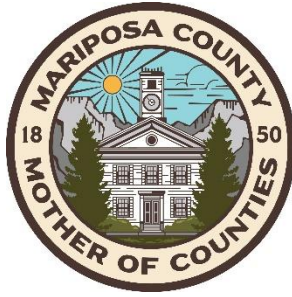
Michelle Stauffer, Wawona School Principal, retired
Community Leader

Wawona
(209) 974-1924
michelle_stauffer@att.net

Attachment: Gary Wuchner redacted application 2022 (2022-87 : PAC Appointment (Wawona))

Mariposa County
Planning Department

SARAH WILLIAMS
 Planning Director



5100 Bullion Street
 PO Box 2039
 Mariposa, CA 95338
 209-966-5151 FAX 209-742-5024
www.mariposacounty.org
swilliams@mariposacounty.org

NOTICE OF VACANCIES ON THE WAWONA TOWN PLANNING ADVISORY COMMITTEE

Twelve (12) vacancies currently exist on the Wawona Town Planning Advisory Committee.

The purpose of the committee to address issues that are important to the area and recommend policies for the Community.

The Committee is an advisory group to the Mariposa County Planning Commission and the Board of Supervisors.

Appointment terms are for two years and expire on the last day of February.

Members must be employed, reside, or own property within the geographic boundaries of the Wawona Town Planning Area.

Persons interested in serving on the Committee should complete an application which can be obtained at either the Mariposa County Planning Department or the Clerk of the Board's Office or can be found online at:

<http://www.mariposacounty.org/DocumentCenter/View/39675/Committees-Application---blank-fillable?bidId=>

Completed applications need to be sent to the:

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

Posting Locations for this notice:

Wawona Post Office
 Mariposa County Planning
 Mariposa County Clerk
 Mariposa County Courthouse
 Mariposa County Library
www.mariposacounty.org/planning

Re-notice Date: 4/21/22

Deadline for Submission: Until Filled

Attachment: 220422 Wawona vacancies 12 (2022-87 : PAC Appointment (Wawona))



MARIPOSA COUNTY

Planning · 209-966-5151



MEETING: September 13, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Recognition PAC Member (El Portal)

RECOMMENDATION AND JUSTIFICATION:

Recognize the Service of Schree (Yager) Barrient on the El Portal Planning Advisory Committee (Supervisor Smallcombe).

(Yager) Barrient's current term expires February 28, 2023 and she has resigned from the Committee.

The above action will result in two vacancies on this committee.

Appointments, term expirations and vacancies have been advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

(Yager) Barrient was appointed February 28, 2017.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

None.

ATTACHMENTS:

(Yager) Barrient EPPAC resignation (PDF)
220830 El Portal Vacancy 2 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

Begin forwarded message:

From: "Barrient, Schree D" <

Subject: Moving

Date: August 29, 2022 at 10:28:18 AM PDT

To: Rosemarie Smallcombe <rsmallcombe@mariposacounty.org>

Hello Rosemarie,

I wanted to let you know I am moving to Golden Gate. I am resigning from the EPTP.

Also I want to thank you for your service to the town of El Portal I have enjoyed and admired working with you.

Schree

Schree Barrient

Yosemite National Park Housing Manager

Currently teleworking, preferred method of communication is email

Attachment: (Yager) Barrient EPPAC resignation (2022-88 : Recognition PAC Member (El Portal))

Mariposa County
Planning Department

SARAH WILLIAMS
 Planning Director



5100 Bullion Street
 PO Box 2039
 Mariposa, CA 95338
 209-966-5151 FAX 209-742-5024
 swilliams@mariposacounty.org
 www.mariposacounty.org

NOTICE OF VACANCY ON THE EL PORTAL PLANNING ADVISORY COMMITTEE

Two (2) vacancies currently exist on the El Portal Planning Advisory Committee. One term expires on February 28, 2023 (this is to fill an unexpired term) and one expires on February 29, 2024.

The purpose of the El Portal Planning Advisory Committee is to create and recommend policies for the Community of El Portal to address issues that are important to the area. The Committee is an advisory group to the Mariposa County Planning Commission and the Board of Supervisors.

The purpose of the Committee is to make recommendations on the adoption of a Specific Plan for El Portal as well as address other planning issues pertinent to the Committee.

Appointment terms are for two (2) years, expiring on the last day of February.

Members must be employed, reside, or own property within the geographic boundaries of El Portal.

Persons interested in serving on the Committee should complete an application which can be obtained at either the Mariposa County Planning Department or the Clerk of the Board's Office or can be found online at:

<http://www.mariposacounty.org/DocumentCenter/View/39675/Committees-Application---blank-fillable?bidId=>

Completed applications need to be sent to Danielle Bondshu, Clerk of the Board, by mail at P. O. Box 784, Mariposa, CA 95338, or email: rlaroch@mariposacounty.org

Posting Locations for this notice:

El Portal Post Office

Mariposa County Planning

Mariposa County Clerk

Mariposa County Library

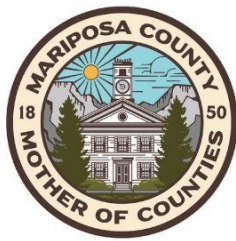
Mariposa County Courthouse

www.mariposacounty.org/planning

Re-Notice Date: 8/30/22

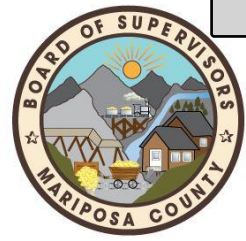
Deadline for Submission: Until Filled

Attachment: 220830 El Portal Vacancy 2 (2022-88 : Recognition PAC Member (El Portal))



MARIPOSA COUNTY

Planning · 209-966-5151



D.28

MEETING: September 13, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: PAC Recognitions Code Compliance Advisory Committee (CCAC)

RECOMMENDATION AND JUSTIFICATION:

Recognize the Service of Danette Toso as a Member of the Code Compliance Advisory Committee.

Toso resigned from this position.

With this action there will be one vacancy.

Appointments, term expirations and vacancies are advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Toso was appointed to the committee on August 17, 2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Alternative: Do not accept resignation.

Negative action: Do not accept resignation.

ATTACHMENTS:

220830 Toso resignation redacted (PDF)
220902 CCAC Vacancy Notice 1 (DOCX)

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

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

From:
Sent: Tuesday, August 30, 2022 8:11 AM
To: Sarah Williams <swilliams@mariposacounty.org>
Subject: Danette Toso CCAC

Dear Sarah,

Please accept this as my formal resignation from the Mariposa County Code Compliance Advisory Committee, effective immediately.

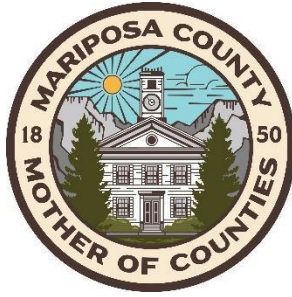
After careful consideration, I've decided that my family obligations with my elderly parents must take precedence over my CCAC position. I greatly appreciate the opportunity to serve on this committee and I have great respect and regard for the other committee members, as well as the staff. I am confident that the CCAC will provide the Board of Supervisors with creative and innovative ideas that will benefit our county for years to come.

Sincerely,

Danette Toso

Mariposa County

SARAH WILLIAMS
Planning Director



5100 Bullion Street
P.O. Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
swilliams@mariposacounty.org
www.mariposacounty.org

NOTICE OF VACANCY ON THE CODE COMPLIANCE ADVISORY COMMITTEE (CCAC)

One (1) vacancy currently exists on The Code Compliance Advisory Committee (CCAC). This vacancy will fill a remaining term that will expire on February 28, 2023.

MEMBERSHIP REQUIREMENTS or CONSIDERATIONS include the following:

- Members shall reside in Mariposa County.
- Members shall take an interest in issues associated with code compliance procedures, code compliance processing and public education.
- Members may have special knowledge, expertise, or skills related to code compliance matters, including governmental procedures, county codes, development and construction permitting requirements, code compliance procedures and options, and/or legal matters. Such special knowledge, skills, or expertise is not mandatory to be appointed to the committee.
- The committee may call upon representatives of other organizations or departments, and the general public as resources on certain topics related to the purpose, tasks and responsibilities of the committee.

The PURPOSE AND TASKS of the CCAC include the following:

- Develop recommendations to the Board of Supervisors for an effective code compliance process and program.
- Develop recommendations for innovative public policy and programs that address residents' needs while also mitigating alleged violations.
- Support the work of staff in the conduct of fact finding and data gathering necessary to the CCAC to develop informed recommendations.
- Provide periodic assessment and evaluation of, and feedback to the Board of Supervisors regarding the success of an amended code compliance process and programs.

The RESPONSIBILITIES of the CCAC include the following:

- Review and understand local government structure (including but not limited to the roles and the authority of, and the relationships between the public, a citizens' advisory committee, County staff, the Planning Commission, and the Board of Supervisors).

Code Compliance Advisory Committee (CCAC) **Vacancy Notice**; 9/02/22

- Review and understand existing County Code provisions, including provisions for the Mariposa Planning Agency and code compliance, as well as adopted County policies related to code compliance.
- Review, understand and comply with the state's Brown Act requirements.
- Review and understand state law requirements for code compliance activities at a local level.
- Review and understand due process requirements.
- Review and understand current county code compliance cases, including the status of current cases, why certain cases aren't being resolved, typical compliance issues, etc.
- Review and learn about what other similar or neighboring jurisdictions do for code compliance.
- Determine if there are other ways to make the current processes and programs more effective, which, in addition to code amendments could include innovative ways to assist residents using resources such as, but not limited to volunteer efforts, community organizations, grants or other funding sources.

If you are interested in serving on the committee, please submit an application and Supplemental Questionnaire for the CCAC to:

Clerk of the Board
PO Box 784
Mariposa, CA 95338

DEADLINE FOR APPLICATIONS: Open Until Three (3) Qualified Candidate Applications Have Been Received.

Applications may be obtained at the following locations:

Planning Department, Government Center, 5100 Bullion Street, Mariposa, CA 95338 and
On-line at: <https://www.mariposacounty.org/DocumentCenter/View/91926/220414-Combo-application-supplemental-questionnaire?bidId=>

For more Information visit the County Website or contact: Sarah Williams, Mariposa County Planning Department Telephone: (209) 966-5151; email: swilliams@mariposacounty.org

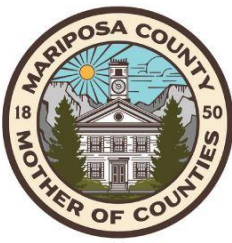
Posting Locations:

Mariposa County Planning Department
 Mariposa County Gov Center Display Board
 Mariposa County Clerk's Office
 Fish Camp Post Office
 Greeley Hill Community Club
 Hornitos Post Office
 Lake Don Pedro Market
 Midpines Post Office
 Bootjack Store
 Wawona Post Office
 Woodland Gas, Food, & Liquor
 Yosemite Valley Post Office
 Yosemite West Community Board
 Catheys Valley Post Office
 Coulterville Post Office

El Portal Post Office

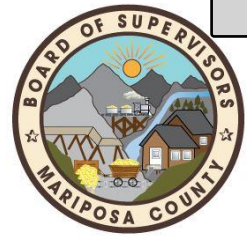
www.mariposacounty.org/planning

Posted: Mailed for posting on September 2, 2022 ~ Leave posted until notified.



MARIPOSA COUNTY

Public Works • 209-966-2498



RESOLUTION - ACTION REQUESTED 2022-517

MEETING: September 13, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Waive Encroachment Fee - Hornitos Flea Market

RECOMMENDATION AND JUSTIFICATION:

Waive Encroachment Fee for the 35th Annual Hornitos Flea Market to be held on Sunday, October 2, 2022 from 5:00 am to 5:00 pm at the Hornitos Park.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

This is the 35th Annual Hornitos Flea Market which is organized and Sponsored by the Hornitos Patrons Club which is a non-profit group serving the community of Hornitos and Mariposa County. In past events the Board has waived the Encroachment Fee.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve, the Hornitos Patrons Club would be responsible for the Encroachment Permit Fee.

ATTACHMENTS:

Assemblage Permit22 (PDF)
Encroachment ap (PDF)
Email from Patrons Club to BOS (PDF)
Flyer (PDF)
Letter from CHP to BOS (PDF)
Insurance (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

35th Annual Flea Market

Application for Public Assemblage Permit

Pursuant to Mariposa County

Code Chapter 8.28

To: Mariposa County Sheriff's Department

Application Date: July 6, 2022Scheduled Date of Event: OCT. 2, 2022 Time: 5:00 AM - 5:00 P.MExact Location of Each Activity: Golden Stag Hall, Bear Valley Road, HORNITOS CA 95325Number Of People Attending, (Reasonable Estimate): 500 - 800

Brief Description of Planned Activity: (Include Number and Type of Performance, Events, Names of well-known performers or public figures which would affect crowd size.)

35th ANNUAL Flea Market, SPONSORED by HORNITOS PATRONS CLUBWill Food, Beverages, Or Alcoholic Beverages be sold, Provided or Consumed? Yes NO AlcoholicIf Yes, Please Give Details. FOOD BOOTHS, NO ALCOHOLICPlease List Mode, Extent, And Nature of Advertising: Local, SAN JOAQUIN Valley Radio Facebook

Please list Names, Addresses, and Phone Numbers for all people responsible or in charge of the activity, specifying person to be contacted for the purpose of the application:

1. Mary Ann Visser, P.O. Box 388, HORNITOS CA 95325 209 316-1511 (R) 209 382-7066
2. Shaun Quinn, P.O. Box 387, HORNITOS CA 95325 209 988-8937
3. Shari Lindsey, P.O. Box 300, HORNITOS CA 95325 209 316-2251
4. _____
5. _____
6. _____

If more space is needed, please attach on a separate page.

Attachment: Assemblage Permit22 (RES-2022-517 : Waive Encroachment Fee - Hornitos Flea Market)

Please list all Arrangements made to provide the public health, safety and welfare requirements as required under Mariposa County Code 8.28.034

Fire Safety: CAL Fire

Sanitation Facilities: Mariposa Public Works

Police Protection: Mariposa Co. Sheriff's Ofc.

Zoning & Land Use: Mariposa Co.

Parking & Traffic Control: California Highway Patrol

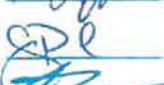
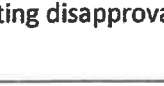
Emergency Medical Services: John C. Fremont Hospital

Insurance/Bond: BarLocker Ins. - (TRAVELERS Ins.)

ABC License number (If applicable): _____

Copies to be sent or taken to the following agencies for signatures and approval or disapproval:

(Must be returned to Sheriff's Office within 10 days)

<u>Agency</u>	<u>Signature</u>	<u>Approval</u>	<u>Conditions</u>	<u>Disapproval</u>	<u>Date Signed</u>
County Fire		✓			
Health Dept.		✓	<u>see Attached</u>		<u>7/6/22</u>
Hospital		✓			<u>7/6/22</u>
Planning		✓	<u>none</u>		<u>7/6/22</u>
CHP		✓	<u>see Attached</u>		<u>7/7/22</u>
Sheriff		✓			<u>7/13/22</u>
Other: <u>PW</u>		✓	<u>none</u>		<u>7-14-22</u>

Any Agency listing disapproval, please cite reasons for disapproval: _____

Any agency listing conditions, please attach conditions for approval to this application.

Submit to Sheriff's Office for Final Approval.

Application: _____

Address: _____

Phone Number: _____

MARIPOSA COUNTY
APPLICATION FOR ENCROACHMENT PERMIT

D.29.b

TO: PUBLIC WORKS DEPARTMENT
4639 BEN HUR ROAD
MARIPOSA, CA 95338

DATE:

7/6/2022

BUILDING PERMIT: _____

GENTLEMEN:

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT, AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON _____ ROAD AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK: (PLEASE FILL IN ALL BLANKS THAT APPLY).

- | | |
|---------------------------------|---|
| 1. _____ DRIVEWAY | 2. _____ NEW BUILDING/HOME |
| _____ ROAD CROSSING | _____ REMODEL EXISTING |
| _____ WATER PIPE, CULVERT, ETC. | _____ NEW MAILBOX |
| _____ LDA ROAD | ☒ OTHER (EXPLAIN BELOW) |

3. DRIVING INSTRUCTION FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ETC.

35th HORVITOS CA - PLAZA - High Street
HORVITOS ANNUAL Flea Market

4. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE, SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.

5. ASSESSOR'S PARCEL NUMBER: _____

6. ADDRESS OF PARCEL: _____

APPLICANT IS **REQUIRED** TO STAKE THE ENCROACHMENT WITH THE **PINK CARD** PROVIDED AND/OR NEW MAILBOX LOCATION WITH THE **GREEN CARD** PROVIDED.

NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND APPROPRIATE FEES HAVE BEEN COLLECTED. WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NO. _____

DATE ISSUED _____

HORVITOS PATRONS CLUB

OWNERS NAME (Please print)

Mary Ann Fisher

SIGNATURE OF OWNER/APPLICANT

P.O. Box 34 / 388

OWNERS MAILING ADDRESS

Hornitos CA 95325

CITY STATE ZIP

209 382-7062 R

PHONE NUMBER

209 316-1511 C

Eddie Scherf

From: Delores Ortiz <cabezut48@gmail.com>
Sent: Friday, July 15, 2022 8:16 AM
To: Eddie Scherf
Subject: Re: Fee Waiver Request to County Board of Supervisors

You don't often get email from cabezut48@gmail.com. [Learn why this is important](#)

Sent from my iPhone

On Jul 14, 2022, at 4:28 PM, Delores Ortiz <cabezut48@gmail.com> wrote:

Board of Supervisors:

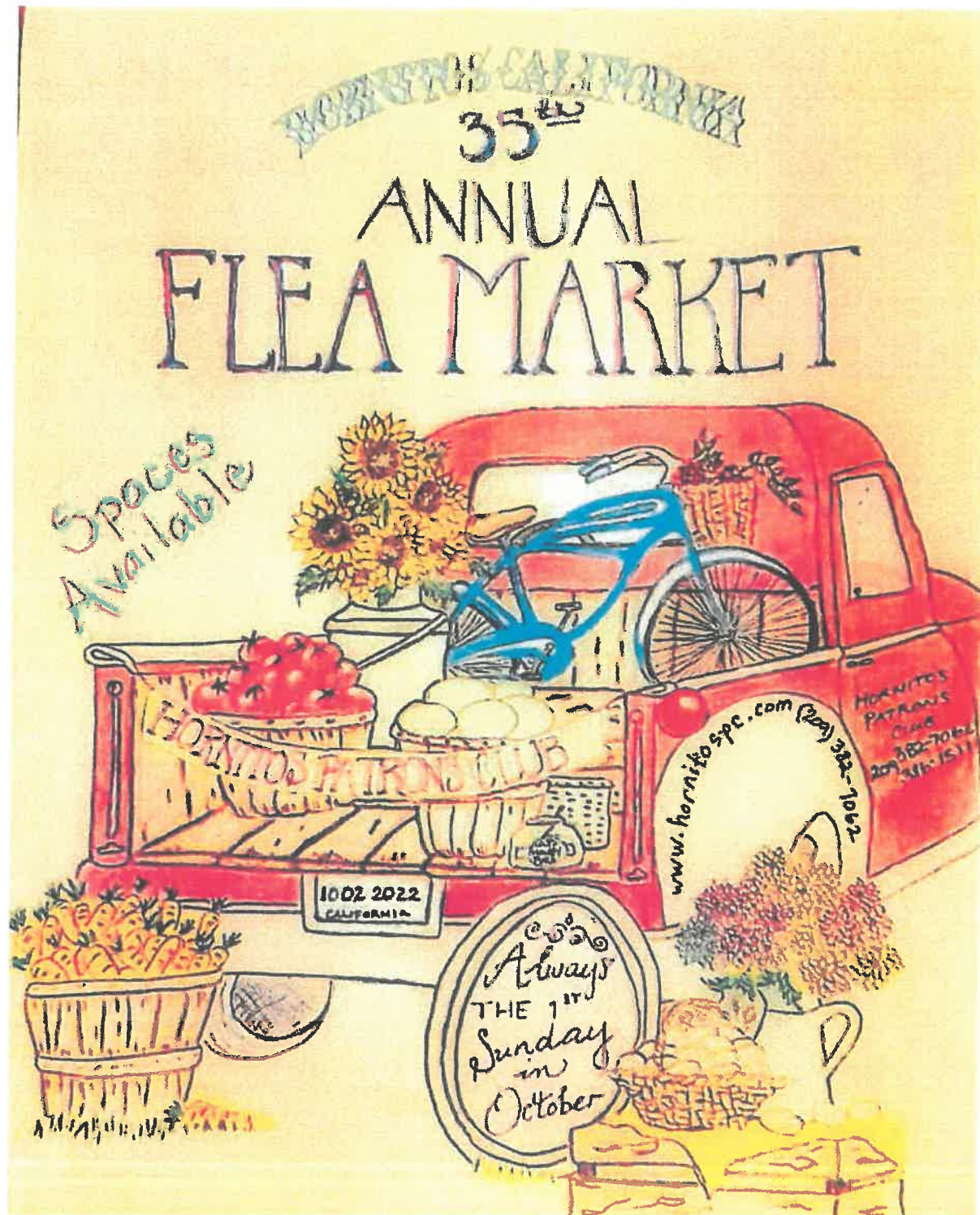
The Hornitos Patrons Club is requesting a fee waiver for an encroachment permit for the Hornitos Town Plaza and High Street from 12:00 noon on Saturday, October 1st to 5:00 pm on Sunday, October 2nd.

We are holding our Annual Flea Market on Sunday, October 2nd, and many of our vendors set up in the Plaza, as well as in the Hornitos Park and on High Street. We welcome over 120 vendors and hundreds of shoppers, bringing in people from all over the area and state.

Thank you for your prompt consideration of this request.

MaryAnn Visher, President
Hornitos Patrons Club

Attachment: Email from Patrons Club to BOS (RES-2022-517 : Waive Encroachment Fee - Hornitos Flea Market)



DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

Mariposa Area
 5264 Highway 49 North
 P.O. Box 217
 Mariposa, CA 95338
 (209) 966-3656
 (800) 735-2929 (TT/TDD)
 (800) 735-2922 (Voice)



July 7, 2022

File No.: 455.15326.A1673.35TH ANNUAL FLEA MARKET

Mariposa County Board of Supervisors
 P.O. Box 276
 Mariposa, CA 95338

Dear Board Members:

The Mariposa Area office of the California Highway Patrol has received and reviewed the application regarding the assemblage permit for the 35TH Annual Flea Market. This event is scheduled for October 2, 2022 from 5:00 am- 5:00 pm. We ask that while the event is being held, the responsible individual(s) requesting approval, ensure adequate parking areas are available to both event personnel and attendees, to prevent event-related vehicles from interfering with traffic. In the event more vehicles arrive than anticipated, the responsible individual(s) are asked to immediately notify the CHP at (209) 966-3656.

We appreciate you allowing us the opportunity to respond to the potential concerns we foresee. In the event there is any problem obtaining Cal Trans encroachment permits please contact us. If there is any additional assistance which can be provided by the California Highway Patrol, please contact myself or Sergeant Steven Lewis at (209) 966-3656.

Sincerely,

G. PEIRSOL, Lieutenant
 Mariposa Area



Safety, Service, and Security

An Internationally Accredited Agency

Attachment: Letter from CHP to BOS (RES-2022-517 : Waive Encroachment Fee - Hornitos Flea Market)

DATE (MM/DD/YYYY)
7/11/2022

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: CL Central
Barlocker Insurance Agency, Inc.	PHONE (A/C, No, Ext): (209) 383-0220
License #0580438	FAX (A/C, No): (209) 383-5124
1164 Olivewood Dr.	E-MAIL ADDRESS: Broker
Merced CA 95348	INSURER(S) AFFORDING COVERAGE
INSURED	INSURER A: Travelers Indemnity Company of Connecticut
Hornitos Patrons Club	INSURER B :
P O Box 341	INSURER C :
Maryanne Visser	INSURER D :
Hornitos CA 95325	INSURER E :
COVERAGES	INSURER F :

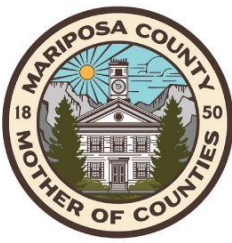
REVISION NUMBER:

[illegible]

County of Mariposa is named as Additional Insured with respects to General Liability per endorsements CGD411(04-08). Insurance is Primary Non-Contributory

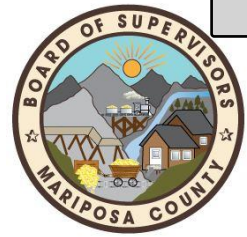
CANCELLATION

jbaker@mariposacounty.org; ki County of Mariposa 5100 Bullion St Mariposa, CA 95338	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Amy zcRackham/AMRACK <i>Amy Rackham</i>
---	--



MARIPOSA COUNTY

Public Works • 209-966-2498



RESOLUTION - ACTION REQUESTED 2022-518

MEETING: September 13, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Declare 36Th Annual Coulterville Coyotefest a County-Sponsored Event

RECOMMENDATION AND JUSTIFICATION:

Declare the 36th Annual Coulterville Coyotefest to be held at the Coulterville Town Park, Historic Main Street, and Park Avenue on September 23, 24, and 25, 2022, as a County Sponsored Event and Waive Encroachment Fees.

This event will include a parade, coyote howling contests, food booths, arts and crafts booths, motorcycle show, car show, and entertainment. There will be no alcohol served at the event.

By designating the activities of the Coulterville Coyotefest as County-sponsored, the County's insurance will provide coverage should a claim occur.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved this event in the past as County sponsored.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve, there could be a financial hardship on the sponsor of the event.

ATTACHMENTS:

Encroachment Permit (PDF)
 Letter from committee to PW (PDF)
 Letter from CHP to PW (PDF)
 Letter to BOS (PDF)
 Letter from BOS to DOT (PDF)
 Map (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

MARIPOSA COUNTY
APPLICATION FOR ENCROACHMENT PERMIT

D.30.a

TO: PUBLIC WORKS DEPARTMENT
4639 BEN HUR ROAD
MARIPOSA, CA 95338

DATE: _____

BUILDING PERMIT: _____

GENTLEMEN:

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT, AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON _____ ROAD AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK: (PLEASE FILL IN ALL BLANKS THAT APPLY).

1. _____ DRIVEWAY
_____ ROAD CROSSING
_____ WATER PIPE, CULVERT, ETC.
_____ LDA ROAD

2. _____ NEW BUILDING/HOME
_____ REMODEL EXISTING
_____ NEW MAILBOX
☒ OTHER (EXPLAIN BELOW)

SEE attached

3. DRIVING INSTRUCTION FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ETC.

At the corner of Hwy 49 and 132 Main St. will be closed from 7:00 am until 5:00 pm. Broadway & Cemented will be closed from 8:00-11:00 & Park St will be closed from 7:00-5

4. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE, SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE:

SEE Attached

5. ASSESSOR'S PARCEL NUMBER: X

6. ADDRESS OF PARCEL: X

APPLICANT IS **REQUIRED** TO STAKE THE ENCROACHMENT WITH THE **PINK CARD** PROVIDED AND/OR NEW MAILBOX LOCATION WITH THE **GREEN CARD** PROVIDED.

NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND APPROPRIATE FEES HAVE BEEN COLLECTED. WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NO. _____

DATE ISSUED _____

Northern Mariposa County
OWNERS NAME (Please print) Maupin Huff
SIGNATURE OF OWNER/APPLICANT
10301 Highway 49
OWNERS MAILING ADDRESS
Coulterville CA. 95311
CITY STATE ZIP
209-878-3015
PHONE NUMBER



Mariposa County Department of Public Works

From MaryAnn Huff July 27, 2022

The Coulterville CoyoteFest Committee is requesting permission to do the following:

- Conduct a parade on September 24, 2022 from 10:00 a.m. until 11:00 a.m. The parade will stage on the corner of Broadway and Cemetery streets, proceed down Cemetery Street to Main Street. Turn right on Main Street. Turn right on to Main Street and continue to State Hwy 49. The Parade will turn right onto State Highway 49 to Broadway. It will turn right on Broadway for a second loop around to conclude at the corner of Broadway and Cemetery Streets.
- On the day of the parade and car show (September 24) the committee would also like to block traffic from traveling down Park Street between Broadway and Main Street from 7:00 a.m. until 5:00 p.m.
- We are asking that Main Street be blocked off, not just in the parade, but throughout the day. Our car show has grown considerably and we would like to have a safe area for families to walk around to view the cars and the additional vendors which may also be on Main Street.

If you have any questions, please contact me at my home 209-878-0111. Thank you for considering our application.

MaryAnn Huff

State of California – Transportation Agency

GAVIN NEWSOM, Governor

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

California Highway patrol

Sonora Area

18437 Fifth Avenue

Jamestown, CA 95327

(209)984-3944

(800) 735-2929 (TT/TDD)

(800) 735-2922 (Voice)



July 21, 2022

File No.: 425.17687.19785

Eddie Scherf
 Mariposa County
 Department of Public Works – Engineering
 4639 Ben Hur Road
 Mariposa, CA 95338

Dear Mr. Scherf,

This letter serves to confirm the Sonora Area has been advised of the Coulterville Coyote Howl Parade taking place on Saturday, September 24, 2022. The Sonora Area will make every effort to provide an officer to assist with the parade. Due to staffing, we are unable to guarantee an officer will be available to assist, however we will make every effort to provide one to assist with the parade. If officer is available, the officer will be there to assist with traffic control unless a higher priority emergency call arises that would require his or her response.

Should you have any questions or require any additional information, please contact Sergeant Randy Matyshock at (209) 984-3944.

Sincerely,

D. TAFOYA, Lieutenant
 Commander
 Sonora Area

*Safety, Service, and Security**An Internationally Accredited Agency*

Attachment: Letter from CHP to PW (RES-2022-518 : Declare 36Th Annual Coulterville Coyotefest a County-Sponsored Event)



Board of Supervisors
Mariposa County

July 14, 2022

I am writing on behalf of the Northern Mariposa County History Center to request that the 36th annual Coulterville CoyoteFest be considered as a County sponsored event. The event will be held on September 23, 24, and 25, 2022, in the Coulterville town park, Park Avenue, and Main Street in Coulterville.

The event includes the traditional parade, car show, motor cycle show, coyote howling contest, food vendors, crafters, artisans, and entertainment. The focus of the day continues to be an event in which families come for a day of fun and entertainment in a safe environment.

We look forward to your continued support of this event which does so much to promote our community and contributes so much to the financial stability of our museum.

Respectfully,

MaryAnn Huff
CoyoteFest Committee Member.

June 30, 2022

Permit Engineer
Department of Transportation
Post Office Box 3558
Merced, CA 95344

Dear Sir or Madam:

On _____, 2022, the Mariposa County Board of Supervisors adopted a Resolution, approving the Encroachment Permit application for the detour of traffic from State routes to Mariposa County roadways on Saturday, September 24, 2022, for the duration of the "Coyote Festival Parade"

Mariposa County agrees to hold CalTrans and the State of California harmless for any damages to county roadways as a result of this detour.

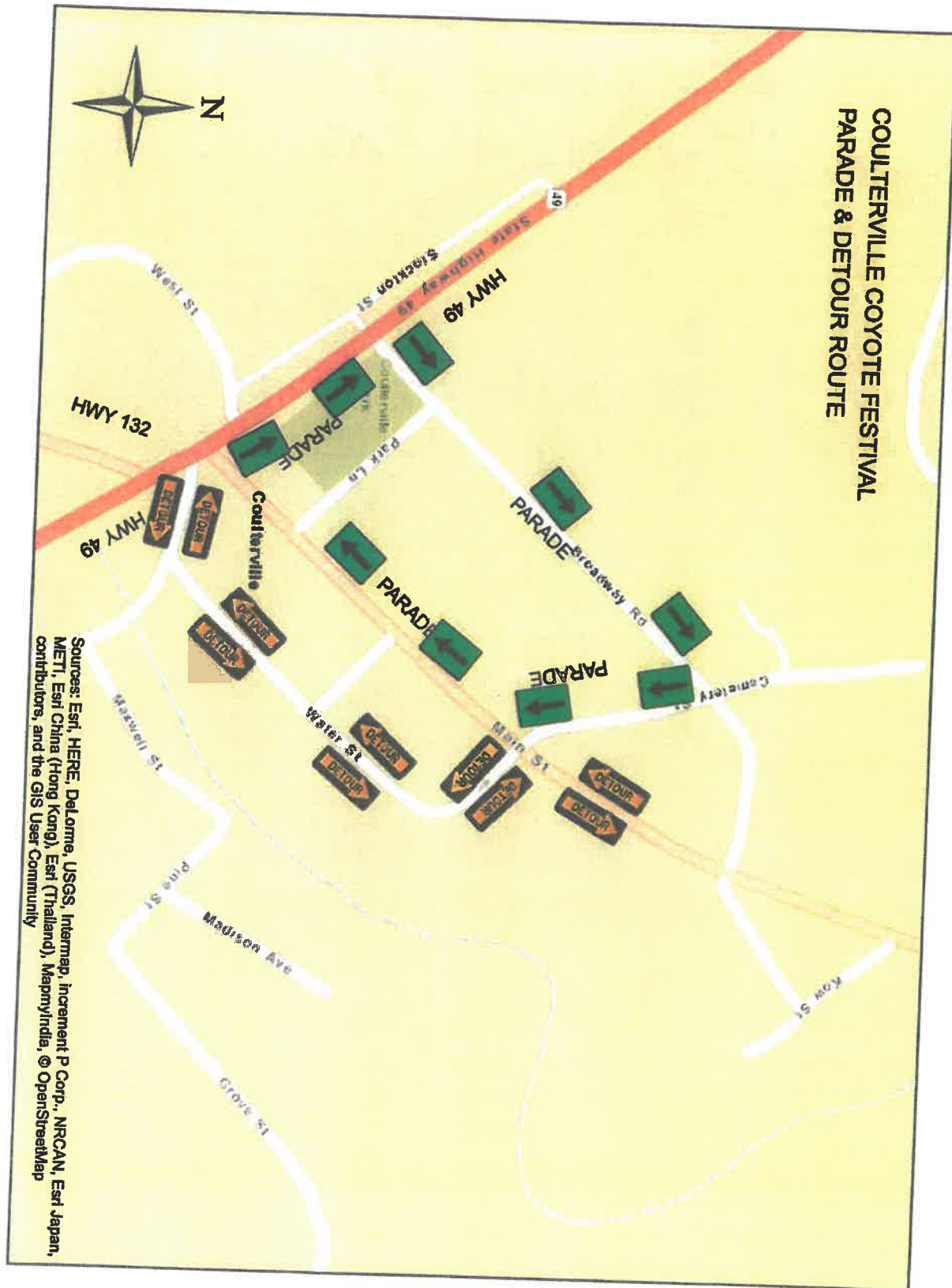
Thank you for your consideration in this matter.

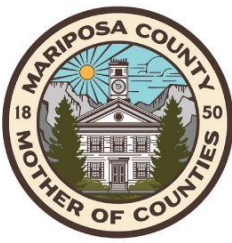
Sincerely,

Rosemarie Smallcombe,
Board of Supervisors Chair

ML:tg

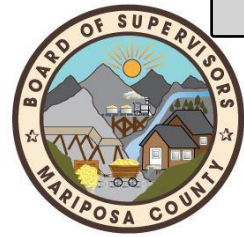
Cc: Public Work





MARIPOSA COUNTY

Public Works • 209-966-2498



RESOLUTION - ACTION REQUESTED 2022-519

MEETING: September 13, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: California Energy Commission Revised ECAA Loan Application

RECOMMENDATION AND JUSTIFICATION:

Adopt a Resolution Authorizing the County Administrative Officer to complete and submit all necessary documents and application to the California Energy Commission (CEC) Energy Conservation Assistance Act (ECAA) Loan Program and Related California Environmental Quality Act (CEQA) Determination for new documents; and Authorize the Board of Supervisors Chair to Sign the Resolution.

The new documents will revise the original scope of work removing the Government Center parking solar structure and adding new solar to the Hall of Records and Library. The original project called for a solar structure to be placed in the parking lot area of the Government Center and after further review it was determined that the MPUD water and sewer mains were located in the area of construction making the area unusable.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors discussed this item on February 11, 2020, and directed staff to move forward with SiteLogIQ on designing the best project for Mariposa County. A pilot project was presented to the Board on October 27, 2020 and staff was again directed to continue moving forward.

On November 24, 2020 Resolution 2020-690 the Board approved a Resolution to secure financing for a solar project for various buildings and areas owned by the County.

On June 22, 2021 Resolution 2021-376 the Board approved a Loan Agreement with SiteLogIQ.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve, the requested changes will not move forward.

FINANCIAL IMPACT:

No Financial Impact

ATTACHMENTS:

Loan Application (PDF)

Notice of Exemption-Solar (PDF)
Resolution-Site Logic (DOCX)
Resolution 2020-690 Solar (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

ATTACHMENT 1

**ECAA LOAN APPLICATION
FOR CALIFORNIA ENERGY COMMISSION FINANCING PROGRAM
INTEREST RATE 1%**

1. APPLICANT INFORMATION

Applicant/Legal Name: County of Mariposa		
Type of Entity: (please check one box)		
☐ City	☐ Special District	
☒ County	☐ Public Hospital / Public Care Institution	
☐ Public College or University	☐ Other, please specify: _____	
Mailing Address: 5100 Bullion St.	City: Mariposa	Zip: 95338
Street Address: 5100 Bullion St.	City: Mariposa	Zip: 95338
County: Mariposa		
Contact Person: Dallin Kimball	Title: County Administrative Officer	
E-mail: dkimball@mariposacounty.org	Phone: 209-966-3222	
Tax ID #:	Congressional District: 4th	
Name of Utility Providers: PG&E		
Electric: PG&E	Gas: N/A	Other:
How did you hear about the Energy Commission's Loan Program? Check one: Energy Commission Website, Energy Commission Staff Presentation, Literature at Trade Show or Workshop, Utility Company, recommendation by another State agency, or Other (Specify): Energy Consultant		

2. PROJECT INFORMATION

- A. Has applicant applied for, or expect to apply for any utility rebates/incentives?
☐ Yes. Please complete Section B.
☒ No.
- B. Source of Rebates/Incentives: _____
 (Approximate) Amount: _____
- C. Are there other sources of funds?
☐ Yes. Project will not be fully funded by this loan.
☒ No.
 If yes, list source of funds, type of funding and amount: _____

NOTE: Projects funded by other loans will not be considered for an ECAA-Ed loan.

- D. Brief Project Description:
The project consists of a combination of interior/exterior lighting retrofits and various solar arrays across the Government Center, Library, Hall of Records Public Works, Solid Waste, County Sherriff, County Museum, Health and Human Services, County Rec Office and County Jail sites.

3. PROJECT SCHEDULE

Estimated start date: 5.1.2021

Estimated completion date: 6.30.2023

4. PROJECT BUDGET

Total project costs: (include all labor engineering, construction, materials, equipment, inspection demolition (if applicable) and removal (if applicable, less equipment salvage value, (if applicable):
\$2,838,826

Loan amount requested from the Energy Commission:
\$2,838,826

5. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) COMPLIANCE

- A. Is there documentation provided as an attachment to this application demonstrating the lead agency's compliance with CEQA? (See Attachment 4, CEQA Information for required documents.)
- ☒ Yes, go to B.
- ☐ No: Begin preparation of CEQA documentation. See requirements in the Program Opportunity Notice (see Attachment 4) before submitting application. Send environmental documents to the Energy Commission, Environmental Office during the CEQA public review period. Be sure to identify yourself as a loan applicant and the Energy Commission as a responsible agency.
- B. Is CEQA compliance by the lead agency complete?
 X Yes, go to C. No
 Send environmental documents to the Energy Commission, Environmental Office during the CEQA public review period. Be sure to identify yourself as a loan applicant and the Energy Commission as a responsible agency. If the public review period has closed, but the lead agency has not acted on the project, attach all relevant environmental documents to this application and provide anticipated date of lead agency action on the project:
 Date: _____
- C. What finding did the lead agency make? Measures funded by the loan are:
- ☐ Not a project. Describe why all measures to be funded by the loan are not CEQA projects, and provide analysis supporting the conclusion that the measures are not a project:

☒ A project under CEQA, and is exempt: List applicable exemption:

___ Statutory (list code section): _____

X Categorical (list section from CEQA Guidelines): 15301, 15303, 15311, 15329

Was a Notice of Exemption filed? ☐ No ☒ Yes

If yes, Date Filed: 11/10/2020

☐ A project under CEQA, and is not exempt. Applicant prepared the following environmental document:

___ Initial study + Negative Declaration

___ Initial study + Mitigated Negative Declaration

___ Environmental Impact Report

___ Other (describe)

Notice of Determination filed? ☐ No ☐ Yes Date Filed:

Was a Statement of Overriding Considerations adopted? ☐ No ☐ Yes

If yes, date: _____

6. APPLICATION DOCUMENTS

Please include all of the following:

- ☒ Completed Loan Application (Attachment 1)
- ☒ Summary of Energy Measures (Attachment 2)
- ☒ Feasibility Study/Audit (may be submitted in a CD or flash drive)
- ☒ Utility Billing Data - Copies of 12-24 months of past energy data and rate schedules for electric, natural gas utilities, or other energy sources (unless utility billing data is included in the feasibility study). billing records from electric and gas utilities (unless included in the feasibility study).
- ☒ Signed Resolution or Documentation on of Applicant's Authority to enter into the loan agreement (see Attachment 3 for a sample Resolution)
- ☒ CEQA Compliance Documentation (see Attachment 4 for more information)

7. CERTIFICATION

To the best of my knowledge and belief, I certify:

- The information in this application is correct and complete.
- By signing this application, applicant is eligible to receive state funding under all applicable laws, including but not limited to Chapter 2.8 "Project Labor Agreements", Part 1, of Division 2 of the Public Contract Code.
- By signing this application, applicant does not intend to close or otherwise dispose of the building within the simple payback.
- I have read, understand, and do hereby accept the loan agreement terms, and, further, I am willing to enter into an agreement with the Energy Commission according to the terms offered and will timely sign loan documents if the application is funded.

Name of Authorized Representative:		
Title:		
Signature of Authorized Representative:		
Date:	Phone:	Email:

For Assistance:
Email: PubProg@energy.ca.gov
(855) 279-6280
(916) 654-4104

MARIPOSA COUNTY

NOTICE OF EXEMPTION

TO: County Clerk, County of Mariposa
P.O. Box 247
Mariposa, CA 95338

FROM: Mariposa County
Planning Department
P.O. Box 2039
Mariposa, CA 95338

and

CA Office of Planning and Research
PO Box 3044, Room 113
Sacramento, CA 95812-3044

Project Title: County of Mariposa-Energy Efficiency Upgrades

Project Applicant: County of Mariposa, 5100 Bullion Street, Mariposa, CA 95338

Project Location-Specific:

1. County Library 4978 10th Street , Mariposa (APN 013-116-008)
2. County Hall of Records 4982 10th Street (APN 013-116-005)
3. County Public Works Office-4639 Ben Hur Road, Mariposa (APN 012-200-024)
4. County Solid Waste Facility-5539 Highway 49 North, Mariposa (APN 012-120-053)
5. County Sheriff's Office-5099 Old Highway, Mariposa (APN 013-115-001)
6. Mariposa Museum and History Center-5119 Jessie Street, Mariposa (APN 013-240-023)
7. County Jail-5379 Highway 49 North, Mariposa (APN 012-340-012)
8. County Health and Human Services Facility-5362 Lemee Lane, Mariposa (APN 013-011-005)
9. County Parks and Recreation Office-4998 County Park Road, Mariposa (APN 013-190-001)

Project Location – City: Mariposa

Project Location – County: Mariposa

Description of Nature, Purpose, and Beneficiaries of Project:

1. Replace older generation lighting with LED lighting across County facilities to provide better lighting and save on energy and maintenance costs (County Government Center, Public Works Office, Solid Waste Facility, Sheriff's Office, Mariposa Museum and History Center, County Jail, Health and Human Services Facility and the Parks and Recreation Office)
2. Replace all heating ventilation and air conditioning (HVAC) equipment at County Government Center except archive unit with a newer energy efficient system
3. Install Solar Photovoltaic Systems at the County Library (Mariposa -26.9 kW roof mounted solar array) Hall of Records (31.5kW roof Mounted Solar Array), County Jail (152.45 kW ground mounted system), Health and Human Services Facility (315.32 kW ground mounted system), Museum and History Center (52.75 kW ground mounted system), Parks and Recreation Office (29.65 kW roof mounted system), Solid Waste Facility (87.01 kW roof mounted system), and Public Works Office (91.63 kW ground mounted system)

Name of Public Agency Approving Project: Mariposa County Board of Supervisors

Name of Person Carrying Out Project: Dallin Kimble, County Administrative Officer

Exempt Status: (check one):

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));

- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: Sections 15301, 15303, 15311, and 15329, CEQA Guidelines.
- ☐ Statutory Exemptions. State code number:

Reason Why Project Is Exempt: The project is Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, which allows repair and maintenance of mechanical equipment involving no expansion of use; Section 15303, which allows construction and location of limited numbers of new, small facilities; Section 15311, which allows construction or placement of minor accessory structures; and Section 15329, which allows the installation of co-generation equipment with a capacity of 50 megawatts or less at existing facilities.

Lead Agency Contact Person: Sarah Williams, Planning Director

Phone Number: (209) 966-5151

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: _____
 Title: Mariposa County Planning Director

- ☐ Signed by Lead Agency
☐ Signed by Applicant

Date Received for filing at OPR:

Authority cited: Sections 21083 and 21110, Public Resources Code.
 Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

MARIPOSA COUNTY RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER TO SUBMIT
AN AMENDED LOAN APPLICATION FOR THE CEC ECAA LOAN PROGRAM AND
RELATED CEQA DETERMINATION FOR ENERGY-EFFICIENT IMPROVEMENTS WITHIN
THE COUNTY**

WHEREAS, on November 24, 2020, the Mariposa County Board of Supervisors approved Resolution No. 020-690 authorizing the County Administrative Officer to submit an application for the California Energy Commission ("CEC") Energy Conservation Assistance Act ("ECAA") loan program and related California Environmental Quality Act ("CEQA") determination; and

WHEREAS The Board OF Supervisors desires to submit an amended loan application for the purpose of removing the Government Center from the project and adding the Library and the Hall of Records to the project.

NOW, THEREFORE, BE IT RESOLVED by the Mariposa County Board of Supervisors that the County Administrative Officer is hereby authorized to submit an amended application for the CEC ECAA loan program; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of Supervisors finds this project to be exempt from the California Environmental Quality Act (CEQA) pursuant to a Categorical Exemption, Sections 15301, 15303, 15311 and 15329 CEQA Guidelines. The Board directs staff to file a Notice of Exemption with the County Clerk.

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

AYES:

NOES:

ABSENT:

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Danielle Y. Bondshu
Clerk of the Board

Steven W. Dahlem
County Counsel/Risk Manager

MARIPOSA COUNTY RESOLUTION NO. 2020-690**AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER TO COMPLETE AND SUBMIT ALL NECESSARY DOCUMENTS AND APPLICATION FOR THE CEC ECAA LOAN PROGRAM AND RELATED CEQA DETERMINATION**

WHEREAS, the California Energy Commission (CEC) provides loans to schools, hospitals, local governments, special districts, and public care institutions to finance energy efficiency improvements; and

WHEREAS, the Board of Supervisors seeks to apply for the CEC Energy Conservation Assistance Act (ECAA) 1% Interest Loan Program for energy projects at County facilities.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Mariposa hereby:

1. Authorizes the County Administrative Officer to apply for an energy efficiency loan from the California Energy Commission to implement energy efficiency measures listed on the attached Notice of Exemption.
2. Determines that the application for projects listed on the Notice of Exemption is categorically exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines sections 15301, 15303, 15311 and 15329 and authorizes staff to file the attached Notice of Exemption once the project is approved.
3. Approves the projects listed on the attached Notice of Exemption.
4. Acknowledges that, if recommended for funding by the CEC, the Board of Supervisors intends to accept a loan of up to \$3,000,000.00 for the approved projects.
5. Agrees that the amount of any loans issued and approved by the Board of Supervisors will be paid in full, plus interest, under the terms and conditions of the Loan Agreement, Promissory Note and Tax Certificate of the California Energy Commission.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, State of California on this 24th day of November 2020, by the following vote:

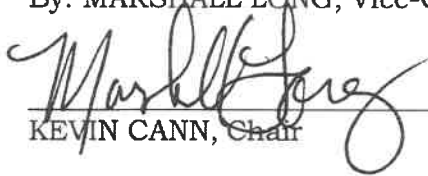
AYES:

NOES:

ABSENT:

ABSTAINED:

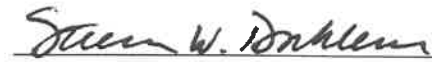
By: MARSHALL LONG, Vice-Chair


KEVIN CANN, Chair

ATTEST:


RENÉ LAROCHE, Clerk of the Board

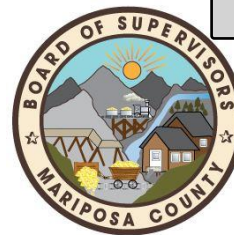
APPROVED AS TO FORM:


STEVEN W. DAHLEM, County Counsel



MARIPOSA COUNTY

Public Works • 209-966-2498



RESOLUTION - ACTION REQUESTED 2022-520

MEETING: September 13, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Fourth Amendment to Agreement with Dewberry/Drake Haglan for the Buckeye Road Bridge Project

RECOMMENDATION AND JUSTIFICATION:

Approve Fourth Amendment with Dewberry/Drake Haglan for Engineering Services on the Buckeye Road Bridge Project Extending the Term of Agreement to December 31, 2025 and Increasing Compensation by \$59,346 for a New Amount Not to Exceed \$477,346; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Easement negotiations have been delayed due to a change in ownership and probate process. The County must certify full control of the Right-of-Way before construction may proceed. In addition to the Right-of-Way, Dewberry/Drake Haglan must re-validate the NEPA document, apply for regulatory permits, and address unforeseen design comments.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

March 17, 2020, Resolution 2020-136, the Board approved the Third Amendment due to a change in ownership.

December 18, 2018, Resolution 2018-636, the Board approve the Second Amendment to extend the term of the Agreement.

April 25, 2017, Resolution 2017-237, the Board approved a First Amendment extending the term of Agreement, increased compensation, and added scope of services.

June 23, 2015, Resolution 2015-306, the Board approved a contract for Engineering Services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve and the bridge will need to be closed in the future. There are popouts, rupturing of aggregate, that warrants a full repair. Staff is working with the State to accelerate construction before a full closure is necessary.

FINANCIAL IMPACT:

The Project is funded through the FHWA Bridge Program. The 11.47% local share is paid by the State.

ATTACHMENTS:

4th Amendment Drake Haglan (PDF)

3rd Amendment Drake Haglan (PDF)

2nd Amendment Drake Haglan (PDF)

1st Amendment Drake Haglan (PDF)

Original Contract Drake Haglan (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

FOURTH AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES ON THE BUCKEYE ROAD BRIDGE PROJECT

THIS FOURTH AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES ON THE BUCKEYE ROAD BRIDGE PROJECT, is made and entered into this ____ day of _____ 20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as “**County**,” and Dewberry Engineers dba Dewberry/Drake Haglan, hereinafter referred to as “**Contractor**.”

WHEREAS, **County** and **Contractor** have heretofore entered into an Agreement dated June 23, 2015, wherein **Contractor** agreed to provide engineering services; and

WHEREAS, **County** and **Contractor** entered into the First Amendment dated April 25, 2017, to extend the term of the agreement to December 31, 2018, expand the scope of services, increase compensation by Two Hundred Two Thousand Dollars (\$202,000) for a total not to exceed amount of Four Hundred Eighteen Thousand Dollars (\$418,000), and include an Addendum to Agreement for Federally Funded Projects; and

WHEREAS, **County** and **Contractor** entered into a Second Amendment dated December 18, 2018, to extend the term of the agreement to December 31, 2021; and

WHEREAS, **County** and **Contractor** entered into a Third Amendment dated March 17, 2020, to change the name of **Contractor**; and

WHEREAS, **County** and **Contractor** desire to further amend said Agreement to extend the term of the Agreement and to change the compensation to be provided to **Contractor**.

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

1. Paragraph 1, “TERM,” is hereby amended to extend the term of the Agreement to December 31, 2025.
2. Paragraph 3, “COMPENSATION,” is hereby amended to provide that an additional \$59,346 will be added to the amended amount of \$418,000, making the total compensation paid to **Contractor** the not to exceed amount of \$477,346.

Except as herein amended, the Agreement dated June 23, 2015, together with the First Amendment dated April 25, 2017, the Second Amendment dated December 18, 2018, and the Third Amendment dated March 17, 2020, shall remain in full force and effect.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to December 31, 2021. The parties shall treat the Agreement as if it had been in full force and effect continuously since December 31, 2021, without there having been any interruption of the Agreement whatsoever.

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

COUNTY OF MARIPOSA

CONTRACTOR

Rosemarie Smallcombe, Chair
Board of Supervisors

Dewberry Engineers Inc.
dba Dewberry/Drake Haglan

COUNTERSIGNED:
(*Government Code §25103*)

APPROVED AS TO FORM:

Danielle Bondshu
Clerk of the Board

Steven W. Dahlem
County Counsel

**THIRD AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES FOR
BUCKEYE BRIDGE (40C0036)**

THIS THIRD AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES FOR BUCKEYE BRIDGE (40C0036) is made and entered into this 17th day of March, 2020, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County**," and Drake Haglan & Associates, hereinafter referred to as "**Contractor**."

WHEREAS, **County** and **Contractor** have heretofore entered into an Agreement dated June 23, 2015, wherein **Contractor** agreed to provide engineering services; and

WHEREAS, **County** and **Contractor** entered into the First Amendment dated April 25, 2017 to extend the term of the agreement to December 31, 2018, expand the scope of services, increase compensation by Two Hundred Two Thousand Dollars (\$202,000) for a total not to exceed amount of Four Hundred Eighteen Thousand Dollars (\$418,000), and include an Addendum to Agreement for Federally Funded Projects.

WHEREAS, **County** and **Contractor** entered into a Second Amendment dated December 18, 2018 to extend the term of the agreement to December 31, 2021 to be provided to **Contractor**;

WHEREAS, **County** and **Contractor** desire to amend said Agreement to change the name of the **Contractor**;

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

1. "CONTRACTOR", is hereby amended to reference **Dewberry Engineers Inc. dba Dewberry | Drake Haglan**.

2. Except as herein amended, the agreement dated June 23, 2015, together with the First Amendment dated April 25, 2017, and the Second Amendment dated December 18, 2018 shall remain in full force and effect.

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

COUNTY OF MARIPOSA:



KEVIN CANN, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:



DENNIS HAGLAN, Vice President
Dewberry Engineers Inc. dba Dewberry | Drake Haglan

ATTEST:



RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:



STEVEN W. DAHLEM
County Counsel

**SECOND AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES FOR
BUCKEYE BRIDGE (40C0036)**

THIS SECOND AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES FOR BUCKEYE BRIDGE (40C0036) is made and entered into this 18th day of Dec., 2018, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County**," and Drake Haglan & Associates, hereinafter referred to as "**Contractor**."

WHEREAS, **County** and **Contractor** have heretofore entered into an Agreement dated June 23, 2015, wherein **Contractor** agreed to provide engineering services; and

WHEREAS, **County** and **Contractor** entered into the First Amendment dated April 25, 2017 to extend the term of the agreement to December 31, 2018, expand the scope of services, increase compensation by Two Hundred Two Thousand Dollars (\$202,000) for a total not to exceed amount of Four Hundred Eighteen Thousand Dollars (\$418,000), and include an Addendum to Agreement for Federally Funded Projects.

WHEREAS, **County** and **Contractor** desire to amend said Agreement extend the term of the agreement to December 31, 2021 to be provided to **Contractor**;

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

1. Paragraph 1.01, "Term", is hereby amended to extend the term of the Agreement to December 31, 2021.
2. Except as herein amended, the agreement dated June 23, 2015, together with the First Amendment dated April 25, 2017 shall remain in full force and effect.

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

COUNTY OF MARIPOSA:

CONTRACTOR:



Rosemarie Smallcombe, Chairman
Mariposa County Board of Supervisors



Drake Haglan & Associates

ATTEST:

APPROVED AS TO FORM:



RENE LAROCHE
Clerk of the Board



STEVEN W. DAHLEM
County Counsel

**FIRST AMENDMENT TO AGREEMENT FOR BRIDGE DESIGN SERVICES FOR
BUCKEYE ROAD BRIDGE (40C0036)**

THIS FIRST AMENDMENT TO AGREEMENT FOR BRIDGE DESIGN SERVICES FOR BUCKEYE ROAD BRIDGE (40C0036) is made and entered into this 25th day of April, 2017, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as “**County**”, and Drake Haglan & Associates, hereinafter referred to as “**Contractor**”.

WHEREAS, the **County** and **Contractor** have heretofore entered into a Contract dated June 23, 2015, wherein **Contractor** agreed to provide Engineering and Bridge Design Services for Buckeye Road Bridge (40C0036); and

WHEREAS, **County** and **Contractor** desire to amend said Contract to extend the term of the Contract, to expand the scope of services, to increase compensation, and to include an Addendum to Agreement for Federally Funded Projects.

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

1. Paragraph 1.01, “**TERM**” is hereby amended to extend the term of Agreement from December 31, 2016 to December 31, 2018.
2. Paragraph 3.01, “**SERVICES**”, is hereby amended to expand the scope of services to be performed by Contractor as set forth in Exhibit “A-1” attached hereto.
3. Paragraph 4.01, “**COMPENSATION**”, is hereby amended to provide that an additional Two Hundred Two Thousand Dollars (\$202,000) will be added to the amended contract price of Two Hundred Sixteen Thousand Dollars (\$216,000), making the total

compensation paid to **Contractor** the not to exceed amount of Four Hundred Eighteen Thousand Dollars (\$418,000).

4. Paragraph 8.05, "CONFORMANCE TO APPLICABLE LAW" is hereby amended to include the Addendum to Professional Services Agreement for Federally Funded Project attached hereto as Exhibit "B".

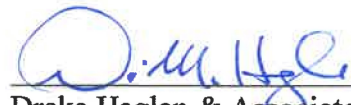
5. Except as herein amended, the agreement dated June 23, 2015 shall remain in full force and effect.

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

COUNTY OF MARIPOSA:


 Marshall Long, Chairman
 Mariposa County Board of Supervisors

CONTRACTOR:


 Drake Haglan & Associates

ATTEST:


 RENE LAROCHE
 Clerk of the Board

APPROVED AS TO FORM:


 STEVEN W. DAHLEM
 County Counsel

15-044

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT is made this 23 day of June, 2015 between:

COUNTY: Mariposa County Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338

and

CONTRACTOR: Drake Haglan and Associates
11060 White Rock Road, Suite 200
Rancho Cardova, CA 95670

ARTICLE 1. TERM OF AGREEMENT

- 1.01 Agreement Term: This Agreement shall become effective on June 23, 2015, and shall terminate on September 30, 2017, unless terminated in accordance with the provisions of Article 7 of this Agreement.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

- 2.01 Independent Contractor: It is the express 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.
- 2.02 Contractor Qualifications: Contractor represents that it has the necessary competence, experience and qualifications for the services to be performed.
- 2.03 Agreement Management: Contractor shall report to the Public Works Director who will review the activities and performance of the Contractor and administer this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

- 3.01 Scope of Services: Contractor agrees to perform the services as described on Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in Agreement time. All such services are to be coordinated with County and the results of the work shall be monitored by the Public Works Director or his/her

designee. However, the means by which the work is accomplished shall be the sole responsibility of the Contractor.

- 3.02 Method of Performing Services:** Contractor will determine the method, details, and means of performing the above-described services. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.
- 3.03 Employment of Assistants:** Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Agreement. County may not control, direct, or supervise Contractor's responsibility for assistants or employees in the performance of those services. Contractor assumes full performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of such assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

ARTICLE 4. COMPENSATION

- 4.01 Compensation:** In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to the services satisfactorily performed in the not to exceed amount of **\$216,000** for services as described above. The total sum to be paid to Contractor includes all labor, materials, travel and other expenses to be incurred by Contractor in the performance of the services described herein. Payment shall be made upon submission of a formal claim approved by the appropriate official of the County as follows:

- [] Total sum to be paid upon completion of services,
or
[x] Incremental payments based on the following schedule:
Submittal of monthly invoices

Funding Source: 512-1312-882-0661 *0662* *1/28/14*

- 4.02 Invoices:** Contractor shall submit detailed invoices for all services being rendered from the Contractor to the County. All invoices shall reference contract number.
- 4.03 Date for Payment of Compensation:** County will endeavor to make payment within 45 days of invoices being submitted from the Contractor to the County, and approval and acceptance of the work by the County.
- 4.04 Expenses:** Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- 5.01 Tools and Instrumentalities:** Contractor will supply all tools and instrumentalities, required to perform the services under this Agreement. Contractor is not required to purchase or rent any tools, equipment or services from County. County shall not provide

working space, supplies, materials or other such support to Contractor in the performance of the services and tasks as described herein.

- 5.02 Indemnification:** Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, to the extent caused by the negligent performance of services by Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of One Million Dollars (\$1,000,000) or an amount as otherwise determined appropriate by the County Risk Manager to cover such claims. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. Acceptance by County of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.03 General Liability and Automobile Insurance:** During the term of this Agreement Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least \$1,000,000 combined limit for bodily injury and property damage; provided that the County, its officers, employees, volunteers and agents are to be named additional insureds under the policies, and that the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or the named insureds will be called on to cover a loss covered hereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.
- 5.04 Professional Liability Coverage:** Contractor shall provide proof of professional liability coverage satisfactory to County prior to commencing work under the Agreement.
- 5.05 Certificate of Insurance:** Contractor shall complete and file with the County prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth in paragraphs 5.02, 5.03 and 5.04 above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to County prior to the effective date of such cancellation.
- 5.06 Workers' Compensation:** During the term of this Agreement Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.
- 5.07 Public Employees Retirement System (CalPERS):** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any

penalties and interest on such contributions, which would otherwise be the responsibility of County.

5.08 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.

5.09 Records: It is understood and agreed that all plans, studies, specifications, and data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Agreement shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the County and are not necessarily suitable for any future or other use. Contractor shall maintain such records for a minimum of three (3) years or as otherwise required by law.

5.10 Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

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

ARTICLE 6. OBLIGATIONS OF COUNTY

6.01 Cooperation of County: County agrees to comply with all reasonable requests of Contractor and provide access as allowed by law to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

6.02 Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by County without the prior written consent of Contractor.

ARTICLE 7. TERMINATION OF AGREEMENT

7.01 Termination Occurrence of Stated Events: This Agreement shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor;
2. Death of Contractor.

- 7.02** Termination by County for Default of Contractor: Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at County's option, may terminate this Agreement by giving written notification to Contractor.
- 7.03** Termination for Convenience of County: County may terminate this Agreement at any time by mailing a notice in writing to Contractor that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.
- 7.04** Termination of Funding: The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are necessarily contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of County arising from this Agreement shall be immediately discharged. County agrees to inform Contractor no later than thirty (30) calendar days after County determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available.

ARTICLE 8. GENERAL PROVISIONS

- 8.01** Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.
- 8.02** Entire Agreement of the Parties: This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged and approved by the County as provided herein or as otherwise required by law.
- 8.03** Partial Invalidity: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04** Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the

same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

- 8.05** Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons who work under this Agreement because of race, color, national origin, ancestry, disability, sex or religion of such person.
- 8.06** Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation.
- 8.07** Governing Law: This Agreement and all matters relating to it shall be governed by the laws of the State of California and County of Mariposa and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Mariposa.

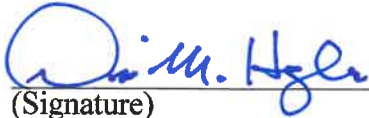
Executed at Mariposa, California, on the date and year first above written.

COUNTY:


 MERLIN JONES, Chairman
 Mariposa County Board of Supervisors

7-6-15
 Date:

CONTRACTOR:


 (Signature)

6/15/2015
 Date:

APPROVED AS TO FORM:


 STEVEN W. DAHLEM
 County Counsel

6-25-15
 Date:

ATTEST:


 RENE LaROCHE
 Clerk of the Board

EXHIBIT "a"

SCOPE OF WORK AND COST PROPOSAL FOR
**Bridge on Buckeye Road over Mariposa Creek
(40C-0036)**


drake haglan
AND ASSOCIATES

Attachment: Original Contract Drake Haglan (RES-2022-520 : Approve Fourth Amendment to Agreement with Dewberry/Drake Haglan for the



May 14, 2015

Mr. Gary Taylor, PE
Mariposa County
4639 Ben Hur Road
Mariposa, CA 95338

**Subject: Proposal to provide Professional Engineering Services for
Bridge on Buckeye Road over Mariposa Creek (40C-0036) and
Bridge on Oak Road over Bear Creek (40C-0060)**

Dear Mr. Taylor,

Drake Haglan & Associates (DHA) would again like to thank you for inviting our team to perform professional services for the two subject bridge projects. As requested we are submitting a separate proposed scope of services and fee proposal for each bridge to provide full turnkey services including: project management, bridge and road engineering, hydraulic analyses, geotechnical studies, environmental clearance and permitting, right of way appraisal and acquisition services, and bidding support.

As part of our services, we have included an initial task for each bridge to prepare a project strategy report. This report will compare the economics of rehabilitating and widening the existing structure—as currently programmed under the HBP—with completely replacing the existing bridge. As required by Caltrans Office of Structures Local Assistance (OSLA), a life cycle cost analysis will be prepared to make this comparison. We believe that a full replacement of each bridge might be justified because of the following:

- Both bridges are painted steel stringer structures needing to be blast cleaned and repainted
- The widening of each bridge will require adding two new steel stringers and lengthening each abutment wall
- The steel stringers will require on-going paint maintenance

This is particularly true for the Buckeye Road Bridge which is almost 70 years of age meaning its remaining service life is no more than 30 years; vs. a 100 year service life for a replacement bridge. Since the Oak Road Bridge is only 30 years of age, the bridge rehabilitation and widening comparison to bridge replacement will be tighter making replacement justification slightly more difficult.

For scoping purposes, however, we have assumed each bridge will be replaced. Base on this assumption or fee for each bridge is as follows:

- Buckeye Road Bridge (40C-0036) \$417,430
- Oak Road Bridge (40C-0060) \$407,431

The currently available PE dollars for each bridge is as shown in the table below. We have assumed Mariposa County will need 10% of these dollars to provide project oversight.

Bridge Name	Total PE	County Oversight (5%)	PE Balance
Buckeye Road Bridge (40C-0036)	\$240,000	\$24,000	\$216,000
Oak Road Bridge (40C-0060)	\$150,000	\$15,000	\$135,000

Using the balance of the PE dollars as a guide, based on our proposed fee, each bridge project can be phased as follows:

Bridge Name	Phase 1	Phase 2
Buckeye Road Bridge (40C-0036)	▪ Document Review/Obtain Field Data ▪ Strategy Report ▪ Topographic Survey ▪ Hydraulic Analysis / Report ▪ Geotechnical Studies / Report ▪ Environmental Technical Studies ▪ Environmental Document ▪ Bridge Alt. Analysis / Type Selection ▪ 30% Plans and Estimate	▪ Final Design / PS&E ▪ Utility Coordination ▪ Right of Way Engineering ▪ Right of Way Appraisal / Acquisition ▪ Regulatory Agency Permits ▪ Bid Support Services
Oak Road Bridge (40C-0060)	▪ Document Review/Obtain Field Data ▪ Strategy Report ▪ Topographic Survey ▪ Hydraulic Analysis / Report ▪ Geotechnical Studies / Report ▪ Environmental Tech. Studies	▪ Environmental Document ▪ Bridge Alt. Analysis / Type Selection ▪ 30% Plans and Estimate ▪ Final Design / PS&E ▪ Utility Coordination ▪ Right of Way Engineering ▪ Right of Way Appraisal / Acquisition ▪ Regulatory Agency Permits ▪ Bid Support Services

Upon completion of the Strategy Report and approval from Caltrans OSLA on the preferred project strategy for each bridge, DHA will prepare the necessary paperwork to request the additional PE dollars needed for the Phase 2 work. Our team has successfully delivered other HBP funded District 10 projects in the same manner. Most recently, we have provided justification for the replacement of the Hickman Road Bridge in Stanislaus County which involves replacing a 650-foot long, 65-foot tall, 7-span bridge over the Tuolumne River near the City of Waterford.

Once you have had a chance to review our proposed scope and fee for each bridge, we would like to set up a face to face meeting with Mariposa County to discuss the details of each scope and potentially visit each bridge site before finalizing the scopes and fees. Please feel free to call me should you have any questions at (916) 363-4210 x237.

Sincerely,



Mike Pugh, PE, SE
Principal Engineer/Project Manager

SCOPE OF WORK AND COST PROPOSAL FOR
**Bridge on Buckeye Road over Mariposa Creek
(40C-0036)**

The logo for Drake Haglan and Associates features a stylized 'dh' monogram in a serif font, followed by the company name 'drake haglan' in a lowercase serif font, and 'AND ASSOCIATES' in a smaller, all-caps serif font below it.

Attachment: Original Contract Drake Haglan (RES-2022-520 : Approve Fourth Amendment to Agreement with Dewberry/Drake Haglan for the



Buckeye Road Bridge over Mariposa Creek (Bridge No. 40C-0036)

Project Scope of Services

Task 1 Project Management

Task 1.1 Management

Drake Haglan and Associates (DHA) will perform the activities necessary to plan, direct, and coordinate the work of the project. This work will include the preparation and implementation of a project management plan. The project management plan includes the following:

- Preparation of a Project Binder
- Preparation of QA/QC Binder
- Preparation of a Project Schedule
- Preparation of monthly Project Progress Reports
- Communication Documentation
- Preparation of meeting agendas and notes

Project Binder: DHA will assemble a project binder containing all basic project information. This includes the Scope of Work, Project Organization, Project Team Contacts, Project Quality Control instructions, etc. This binder is supplied to all key team members, and is used as a resource for common project forms, correspondence formats, and proper lines of communication.

QA/QC Binder: DHA will assemble a QA/QC binder, which is a "one-stop-shop" for the QC checklists, forms, notes, contract requirements, and submittals. Many of these forms are also contained in one excel spreadsheet accessible to all who are working on the project. This binder also contains the following:

- Final Advertisement Checklist
- GAD Submittal Checklist
- QC Submittal Checklists for all PS&E submittals
- Plan, RE File, Specification and Estimate Notes
- Federal Submittal Checklist
- Copies of the primary sheets, specs table of contents, and estimate of each submittal for easy reference
- Separate tabs for client/agency review comments to ensure all comments are addressed and incorporated.

The QA/QC binder is kept up-to-date by the project engineer and continual checks by the project manager are completed to ensure QC procedures are being followed and enforced.

Project Schedule: DHA will prepare a comprehensive project schedule and submit it to Lake County for review and approval. The detailed schedule will initially be based on the various work elements and tasks described in the project scope of work. The schedule will be strictly enforced and updated on a monthly basis to reflect any changes. The schedule updates will be included with the project progress reports for review by the County. DHA will develop the project schedule using Microsoft Project for Windows.

Project Progress Reports: The progress reports will be submitted at the beginning of each month and with the monthly invoices. These reports will describe the tasks performed during the previous month, the tasks anticipated to be performed the following month, a list of any issues needing resolution to continue moving the project forward, the percentage of project completion, and an earned value analysis report for budget tracking.



Communication Documentation: Under the Project Management Task, DHA will document communications between the various parties involved in the project including Lake County, Caltrans, project stake holders, agencies, utility companies, and subconsultants.

Task 1.2 Meetings

Following the Notice to Proceed, DHA will facilitate and attend a project initiation meeting to review the schedule and other project items, and to establish communication lines with Mariposa County and the project team. In addition, DHA will attend four additional site field-reviews, or other project meetings as required to identify, address, or resolve other project issues as they arise. The DHA Project Manager will coordinate closely with Mariposa County to ensure critical issues are raised and resolved at the meetings. Key DHA team members will attend these meetings as needed. DHA will prepare meeting agendas and meeting notes.

Task 1.3 Quality Assurance/ Quality Control

Throughout the project, DHA will ensure project quality at all levels of design by incorporating our standardized Quality Assurance/Quality Control Plan. This includes developing a Project Binder and conducting peer reviews of in-house and subconsultant work, and performing an independent bridge design check. We have referenced the various steps of our Quality Assurance/Quality Control Plan throughout our proposed project scope of work.

Task 1.4 Project Schedule

DHA will prepare a comprehensive project schedule and submit it to the County for review and approval. The detailed schedule will initially be based on the various work elements and tasks described in the project scope of work. The schedule will be strictly enforced and updated on a monthly basis to reflect any changes. The schedule updates will be included with the project progress reports for review by the County. DHA will develop the project schedule using Microsoft Project for Windows.

Task 1.5 HBP Funding Document Technical Assistance

Throughout the course of the project, DHA will assist Mariposa County in the preparation of the HBP programming documents by providing technical data, draft HBP funding forms, narrative justifications, and other information needed to update the project funding documents and prepare the Request for Authorization packages for the various steps of the; Preliminary Engineering, Utility Relocation, Right of Way, and Construction. If based on the selected preferred project strategy, revisions to the project scope, additional HBP funds, and/or an extension to the project time line is needed, DHA will also provide the necessary data and justification to Mariposa County for the preparation of the required scope, cost, and schedule change requests.

Phase I - Preliminary Engineering, NEPA/CEQA Documentation

Task 2 Existing Document Review / Obtain Field Data

DHA will review all available information regarding the existing bridge and site including data provided by Mariposa County. Information taken from our research and site visits will assist us in determining the best construction procedures for replacing the existing bridge. This data will later be used during the preparation of the plans, specifications, and estimates.

Since Mariposa County and Caltrans do not have as-built drawings of the existing bridge, DHA will obtain field dimension of the existing bridge for use in the project design.

Task 3: Strategy Report

Task 3.1: Draft Strategy Report

DHA will prepare a strategy report with a Caltrans Life Cycle Cost Analysis (LCCA) to compare the programmed bridge rehabilitation project to a full bridge replacement project for the existing bridge.



- **Rehabilitation Alternative:** The proposed rehabilitation alternative will include the widening of the existing bridge by a total of 12'-4" to achieve a total clear width of 32'-0"; per Tables 5-5 and 5-6 of the AASHTO "A Policy on Geometric Design of Highways and Streets" for an Average Daily Traffic (ADT) count of 400 and a design speed of 45 mph. The existing curve in the road alignment west of the bridge will be modified so that the widening of the bridge can all occur along its north edge. This alternative will also include the cleaning and repainting of the existing steel girders to extend their service life, replacement of the bridge barriers to meet current safety standards, and the placement of methacrylate on the existing bridge deck and a polyester concrete overlay of the entire deck to achieve one contiguous surface.
- **Replacement Alternative:** The proposed replacement structure type will be a single span cast-in-place concrete slab. With the total length of existing bridge being 40 feet, a concrete slab structure is appropriate and will be used as basis for conducting the LCCA.

DHA will prepare and submit to the County an administrative draft strategy report for review and comment prior to the project strategy meeting. The strategy report will include the following:

- Bridge General Plan of each alternative
- Conceptual Road Plan
- Right of way Constraints Exhibit
- A discussion of the design criteria, approach road improvements, right of way implications including temporary easements, construction staging and access, any utility relocations and accommodations, environmental considerations, anticipated design exceptions and anticipated future maintenance costs for each alternative.
- A list of pros and cons for each alternative.
- Preliminary quantities and estimated construction costs for each alternative.
- Results of the LCCA

Upon receipt of the County's comments on the administrative draft, DHA will address the comments and prepare a Draft Strategy Report for the County's submittal to Caltrans Local Assistance for distribution and review by Caltrans Office of Local Assistance.

Task 3.2: Strategy Meeting

After the Draft Strategy Report has been submitted to Caltrans, DHA will coordinate, schedule, and initiate a strategy meeting with Mariposa County, Caltrans Local Assistance, Caltrans Office of Structures Local Assistance, and relevant members of the design team. The intent of this meeting is to discuss the content of the Draft Strategy Report and come to concurrence on the preferred project strategy; bridge rehabilitation or bridge replacement.

Task 3.3: Final Strategy Report:

After the strategy meeting has occurred and comments have been received on the Draft Strategy Report, DHA will prepare the Final Strategy Report. The final report will be submitted to Mariposa County, Caltrans Local Assistance, and Caltrans Office of Structures Local Assistance for approval.

Once the County and Caltrans approve the preferred project strategy, DHA will begin the preliminary engineering and environmental documentation services.

Deliverables:

- Admin Draft Strategy Report (PDF and hard copies)
- Draft Project Strategy Report (PDF and hard copies)
- Final Project Strategy Report (PDF and hard copies)



Task 4: Utility Coordination

DHA will provide utility coordination by contacting Mariposa County, Pacific Gas & Electric Company, AT&T, and other utility companies and agencies that may have existing utilities at the project site to discuss potential utility relocations needed for this project.

Task 4.1: Utility Letters

DHA will prepare the utility verification Letters, conflict resolution letters, liability determination letters, and notice to owner letters for Mariposa County signature and submission to the utility companies and agencies. The letters will contain exhibits that will identify potential conflicts and determine clearance and relocation requirements.

Task 4.2: Prepare Documents for Caltrans Utility Relocation Procedure

DHA will follow Caltrans LAPM Chapter 14 guidelines to provide supporting documents to the County in submitting Exhibit 14 A-F. The LAPM Chapter 14 supporting documents which includes:

- Color-coded plan showing existing and proposed right-of-way lines and existing and proposed utility facilities
- Utility Agreement per LAPM Exhibit 14-B
- Reports of Investigation (ROI) prepared for each effected utility requiring modification submitted to County and Caltrans prior to requesting the utility to relocate
- A conflict map identifying affected utilities
- Relocation plan prepared by the project engineer or Utility
- Itemized estimate of County relocation costs

Per LAPM Chapter 14 requirements, the ROI will be submitted to Caltrans for approval prior to sending the Right of Way Certification.

Deliverables:

- Utility verification letters
- Conflict resolution letters with conflict exhibits
- Liability determination letters
- Report of Investigation (ROI)
- Notice to Owners (NTO)
- Utility Agreements (UA)

Task 5 Survey and Base Mapping

As a subconsultant to DHA, Erik Ohlson & Associates (EO&A) will perform the topographic and property boundary surveys needed for this project. All Surveying and Mapping will comply with the provisions of the Professional Land Surveyors Act, Sections 8700 to 8805 Business and Professions Code, the provisions of the California Coordinate System, Sections 8801 through 8819 of the Public Resources Code and any other applicable code in the State of California.

EO&A will perform a topographic survey of the project site and prepare the base mapping to be used in the design phase of the project. The survey will include the bridge deck and abutments, the roadway, and the surrounding area extending 50 feet each side of centerline of the road for 500 feet from each end of the bridge. The topographic survey will also include eight (8) cross sections of Mariposa Creek along approximately 2000' of creek in near proximity of the bridge to be used for hydraulic modeling of the stream channel.

The topography of the road and bridge area will include edge of pavement, bridge extents, abutments, trees six (6) inches and larger, significant bedrock outcrops, fences, drainage features, any visible utilities, and ground elevations sufficient to generate 2-foot contours.



The cross sections of the creek will be taken at locations specified by the project engineer and will include horizontal and vertical information only. The survey will be referenced to NAD83 California State Plane Zone 3 horizontal datum and NAVD 88 vertical datum. A digital topographic map of the project site will be prepared from the field data collected depicting the site features, 2-foot elevation contours, and cross section data.

Deliverables:

- Topographic and Boundary Data and Base Mapping

Task 6 Hydrologic and Hydraulic Analysis

As a subconsultant to DHA, WRECO will perform the hydraulics engineering and analysis for this project.

Task 6.1 Hydraulic Engineering Project Management / Meetings

WRECO will attend the project kickoff meeting and attend one coordination meeting. WRECO will also participate in three PDT conference calls with Mariposa County and the Project Team. On a monthly basis, WRECO will provide the Project Team with invoices and project progress reports.

Task 6.2 Review Existing Hydraulic Information

WRECO will review available data, including any available previous studies provided by Mariposa County. Key information to review will be the available hydrologic and hydraulic data for Mariposa Creek, topographic survey of the project site, creek cross-sections, County and Caltrans Bridge Inspection Reports, as-built data, and published geological and seismological studies.

Task 6.3 Field Reconnaissance

WRECO will conduct a field reconnaissance to assess the existing conditions in the vicinity of the project site.

Task 6.4 Hydrologic Assessment

WRECO's preliminary research of the Federal Emergency Management Agency's (FEMA) Flood Insurance Study (FIS) indicates a detailed study is not available at the bridge site. WRECO will coordinate with Mariposa County to confirm the most recent Mariposa Creek hydrology. Assuming there is no available recent hydrologic data, WRECO will perform hydrologic analyses using the following two methods: 1) the USGS Regional Regression Method and 2) review and pro-rate design flows listed in the FEMA FIS. WRECO will identify the appropriate design floods (usually the 50-year flood), base flood (100-year flood), flood of record (if possible), and the overtopping flood.

Task 6.5 Hydraulic Analysis

WRECO will perform a hydraulic analysis to determine the design flow characteristics for the existing condition including the limits and water surface profiles through the study area for the base flood and overtopping flood. The hydraulic model of choice will be the U.S. Army Corps of Engineers' HEC-RAS Model. WRECO will use the surveyed creek and floodplain cross-sections obtained for this project for setting up the hydraulic model.

Task 6.6 Location Hydraulic Study

Based on WRECO's preliminary qualitative hydrologic, hydraulic, and geomorphic assessments, the project may potentially result in a floodplain encroachment. Therefore, WRECO will prepare a Floodplain Evaluation Report as well as the Location Hydraulic Study form and the Summary Floodplain Encroachment Report form to document the investigation and determine the specific impacts to the floodplain.

Deliverables:

- Draft Floodplain Evaluation Report (PDF and hard copies)
- Draft Location Hydraulic Study Form (PDF and hard copies)
- Draft Summary Floodplain Encroachment Report Form (PDF and hard copies)
- Final Floodplain Evaluation Report (PDF and hard copies)
- Final Location Hydraulic Study Form (PDF and hard copies)



- Final Summary Floodplain Encroachment Report From (PDF and hard copies)

Task 6.7 Scour Analysis

WRECO will perform a bridge scour analysis to determine the scour potential per the methodology specified in the Federal Highway Administration's (FHWA) HEC-18, HEC-20, and HEC-23 manuals. WRECO will make recommendations on the need for scour countermeasures for the proposed bridge per the HEC-23 and California Bank and Shore Protection Manual. The project site is known to have rock formation. WRECO will take into account the quality and erodibility of the rock and adjust the analyses and recommendations accordingly.

Task 6.8 Bridge Design Hydraulic Study

WRECO will prepare a Bridge Design Hydraulic Study Report, which will summarize the results from the hydraulic and bridge scour analyses and recommendations for bridge scour countermeasures. The report will also include all of the detailed hydraulic model output.

Deliverables:

- Draft Bridge Design Hydraulic Study Report (PDF and hard copies)
- Final Bridge Design Hydraulic Study Report (PDF and hard copies)

Task 7 Geotechnical Investigations

As a subconsultant to DHA, WRECO will provide the geotechnical services required for this project. Detailed tasks related to this effort are described below:

Task 7.1 Geotechnical Project Management / Meetings

WRECO will attend the project kickoff meeting and attend one coordination meeting. WRECO will also participate in three PDT conference calls with Mariposa County and the Project Team. On a monthly basis, WRECO will provide the Project Team with invoices and project progress reports.

Task 7.2 Field Investigation and Laboratory Testing

WRECO will perform the following for this task:

- Visit the sites to mark out in white paint the proposed boring locations, and call USA North 811 a minimum of 72 hours prior to the start of the field investigation work to identify potential underground conflicts.
- Pay all fees and obtain a well construction/destruction permit from the County Department of Environmental Health only if the borings encounter groundwater and require grouting. At this time, groundwater is not anticipated to be encountered due to the location and geology.
- Obtain an encroachment permit to perform work within the County's right-of-way (at no cost to WRECO).
- Drill two (2) soil and rock core borings: one at each abutment location to a minimum of 10 feet of rock core. These borings will be located within the existing roadway (traffic control required). The drilling work will be used to obtain disturbed and relatively disturbed representative soil and rock core samples for use in better characterizing the soil and conditions at the proposed foundation locations.
- Using the drill rig auger, WRECO will auger down to auger refusal at a minimum of four locations beyond the limit of the abutment for better classification of the excavation characteristics of the materials behind the abutments for approach grading work.

Based upon a review of the published geology and observations made of the project site, the bridge site is predominantly underlain by igneous bedrock (Tonalite) with varying veneer thicknesses of residual and alluvial soils overlying the bedrock. A WRECO engineer or geologist will be on site full-time logging the recovered soil and rock core samples as the drilling progresses. The soils and rock will be classified using the 2010 Caltrans Soil and Rock Logging, Classification, and Presentation Manual.



The borings will be backfilled with lean cement grout in accordance with the State Water Resources Control Board requirements. Drill cuttings will be lost on-site.

Representative soil samples will be tested in a laboratory to better determine their engineering parameters. Laboratory testing will generally consist of moisture/density testing, gradation determination, corrosive potential, and unconfined compression testing of the rock cores. Actual testing will be determined when the soil samples are recovered during the field investigation. The descriptions of the soils encountered (soils and rock), summary of laboratory testing, and locations of the borings will be provided on a Log of Test Boring (LOTB) prepared in accordance with Caltrans requirements.

Deliverables:

- Log of Test Boring (PDF)

Task 7.3 Foundation Report

WRECO will prepare a Bridge Foundation Report in accordance with the 2009 Caltrans Foundation Report Preparation for Bridges to provide design and construction recommendations for the bridge replacement. The report will include the following:

- A project summary and summary of the scope of work performed for the project.
- A discussion of the regional and local geology as it pertains to the proposed foundation construction for the project.
- A summary of the identified site soil and rock, summary of the laboratory testing results, and a LOTB with the boring presented.
- A discussion of the regional seismology and seismic design parameters for the proposed project site in accordance with the Caltrans 2009 ARS Online Design Tool and the Caltrans Seismic Design Criteria, Version 1.7, November 2013.
- A liquefaction evaluation of the identified site soils. Based upon the observations made of the site and the published geology, the chance of liquefaction occurring at the site is low because the project site is essentially underlain by bedrock.
- An engineering soil and rock profile of the project site that will aid in the design of the proposed foundations.
- A discussion of the site rock conditions regarding the potential scour for better quantifying the predicted scour at the site based on the proposed bridge configuration.
- Approach grading recommendations to aid in the temporary construction staging and any profile correction work.
- New flexible structural pavement section recommendations for the reconstructed roadway approaches.

At this time, it is anticipated that the foundations will consist of shallow spread foundations keyed into the existing bedrock at the site. A slope stability analyses will be performed for the new abutment structures and any approach fills. Contract Standard Special Provision (SSP) language will also be provided for inclusion in the Contract Documents to better identify and quantify the foundation construction.

The Draft Bridge Foundation Report will be prepared and submitted for review and comment. Upon receipt of all review comments, WRECO will prepare the Final Bridge Foundation Report to be submitted for project approval and use in developing the Final Contract Documents.

Deliverables:

- Draft Bridge Foundation Report (PDF and hard copies)
- Final Bridge Foundation Report (PDF and hard copies)

Task 8 Environmental Clearance Documents

Since the project is federally funded and the funding will be administered by Caltrans, the project is subject to FHWA and Caltrans requirements. Thus, the DHA environmental team will follow the Caltrans Local Assistance Procedures Manual (LAPM) and Standard Environmental Reference (SER) guidelines.



It is anticipated that the NEPA environmental documentation will be a Categorical Exclusion (CE) supported by technical studies if no significant environmental impacts are determined to result from the proposed project. This scope assumes Caltrans will prepare the NEPA document (i.e., CE) based on the technical studies prepared by the DHA environmental team. If an adverse effect is identified, an Environmental Assessment (EA) may be required to satisfy NEPA.

The County will be the lead CEQA agency during the preparation of the CEQA environmental document. It is anticipated that the necessary environmental document will be an Initial Study/Mitigated Negative Declaration (IS/MND). The DHA environmental team will prepare the environmental document based on the technical studies previously prepared for Caltrans and to meet all requirements under CEQA and local regulations.

Task 8.1 Environmental Coordination

This task includes project coordination the DHA environmental team will provide for a project schedule of up to two years from the Notice to Proceed. If the project schedule exceeds two years, the scope and budget may need to be modified accordingly.

The DHA Environmental Project Manager will attend a project initiation meeting to discuss the project description, schedule, issues, and impacts of the project. The DHA Environmental Project Manager will attend up to five meetings during the course of the two-year project schedule, including an early coordination meeting with regulatory agencies (USFWS, NMFS, ACOE, and CDFW). In addition, the DHA Environmental Project Manager will attend monthly conference calls during the Project, as scheduled.

Task 8.2 Purpose and Need and Project Description

The County is the lead agency under CEQA for all discretionary actions related to the proposed Pleasant Valley Road Bridge Replacement Project. Caltrans has project oversight linked to the project funding with federal monies. The DHA environmental team will prepare a purpose and need statement that addresses the discretionary actions for both lead agencies. The purpose and need will provide the basis for the appropriate regulatory and guidance documentation for compliance with both NEPA and CEQA. In coordination with the County, the DHA environmental team will also draft a project description that complies with the Type Selection Report and will be used in the following technical studies and the CEQA clearance documentation.

Deliverables:

- DRAFT and FINAL Purpose/Need and Project Description

Task 8.3 Preliminary Environmental Study

The Preliminary Environmental Studies (PES) form will be used to scope the environmental work, which will be performed in the Technical Study phase. The DHA team will complete a draft of the PES form identifying the anticipated documentation necessary pursuant to NEPA and the technical documentation required to support the environmental document. The PES form will be appended by the following attachments to support the findings and conclusions of the PES form:

- Project description, purpose and need
- Project location figures
- FTIP Project listing
- Visual Assessment Checklist
- FEMA FIRM map
- USFWS Species list
- Hazardous Waste Geotracker map

The DHA team assumes that the final scope of appropriate NEPA clearance documents and technical studies will be confirmed with Caltrans District 10 staff during a field review at the project site. If necessary, the DHA team will discuss



any required changes (additions or reductions) to this preliminary scope of work and prepare a final scope of work/cost estimate for County approval.

Deliverables:

- DRAFT and FINAL PES Package

Task 8.4 Technical Studies

The following outline of technical studies is based on the anticipated draft PES form that will be completed by the DHA environmental team.

Deliverables:

- DRAFT and FINAL Technical Studies to County and Caltrans standards

Task 8.4.1 Hazardous Waste ISA

The DHA environmental team will conduct a Phase 1 ISA in accordance with Caltrans' procedures. The ISA will contain a description of the work performed, any deviations from normal ISA procedures, a summary of findings, the opinions of the preparer regarding the property or site, data gaps, additional investigation and services recommended, conclusions, and recommendations.

Task 8.4.2 Water Quality Assessment Technical Memorandum

The DHA environmental team will prepare a Water Quality Technical Memorandum in accordance with Caltrans guidelines and requirements. The report will evaluate potential short-term and long-term water quality impacts on Mariposa Creek. Potential project impacts associated with construction activities, maintenance activities, and roadway runoff will be evaluated. Potential causes of erosion, and siltation, and sources of pollutants and the effects of these substances on the quality of receiving waters will be evaluated. Mitigation measures, including Best Management Practices specified in Caltrans' Storm Water Quality Handbook - Planning and Design Guide, will be identified for any significant water quality impacts that may occur during construction and/or operation of the new bridge structure.

Task 8.4.3 Natural Environment Study (NES)

The DHA environmental team will prepare a NES to document biological resources for the project. The DHA environmental team will prepare the NES in accordance to the most recent Caltrans guidance template provided in the Caltrans SER.

The DHA environmental team will conduct a focused presence/absence survey to evaluate the presence of biological resources present in the Project area, and to determine Project effects to those resources. Prior to conducting this survey, the DHA environmental team will query the CNDDB, United States Fish and Wildlife Service (USFWS), CNPS Online Databases and any other literature and database resources pertaining to biological resources in the project area.

The results of the biological surveys will be documented in the NES and will include an assessment of project impacts on the biological resources present. Avoidance and minimization measures will be included where appropriate. The NES will include a discussion of Project compliance with the following federal laws, acts, and Executive Orders (EOs):

- EO 11990 – Protection of Wetlands
- EO 11988 - Floodplains
- EO 13112 – Invasive Species
- Migratory Bird Treaty Act
- Section 7 of the Federal Endangered Species Act

Task 8.4.4 Biological Assessment (BA)

The DHA environmental team will prepare the BA in accordance to the most recent Caltrans guidance template provided in the Caltrans SER.



The BA will evaluate project effects to federally listed species and identify appropriate avoidance and minimization measures. All sensitive resources documented in the field will be provided in detailed maps to clearly illustrate species' occurrences and sensitive habitat limits. The BA will be used to conduct Section 7 consultation with the USFWS. Caltrans will initiate consultation with the USFWS.

Task 8.4.5 Wetland Delineation

A Wetland Delineation will be prepared by the DHA environmental team due to the occurrence of wetlands/water of the US within the project area. The Wetland Delineation will include a wetland delineation/jurisdictional determination according to the Corps requirements, mapping of jurisdictional areas at the project site, impact assessment, recommendations on the significance of the impacts, and potential mitigation measures. The Wetland Delineation will be incorporated in and appended to the NES.

Task 8.4.6 Area of Potential Effect Map

Base maps and plans, depicting the area proposed for impacts (e.g., construction, staging, and construction access areas) will be assembled and a draft APE will be created by the DHA environmental team for the project area. The map will be plotted on an aerial photograph at a scale of approximately 1"=100' or 1"=200', with a bar scale. The map will depict the existing and proposed right of way and clearly labeled roads, and the APE for both archaeological and historic resources. The APE map will have a signature and date block for "Principal Investigator – Prehistoric Archaeologist" and "Caltrans Local Assistance Engineer." The APE map will be submitted to FHWA/Caltrans for approval and adoption.

Task 8.4.7 Historic Property Survey Report/Archaeological Survey Report (ASR)

Using the approved APE map for the project, the DHA environmental team will carry out the following tasks:

- A records search and literature review with the Central California Information Center of the California Historical Resources Information System at California State University, Stanislaus;
- A sacred lands search with the Native American Heritage Commission;
- Archival research with local repositories, agencies, and historical societies, in accordance with the requirements of the HPSR;
- Review of available historic maps and aerial imagery; and
- A pedestrian field survey of the approved APE using National Park Service (1983) and State Historic Preservation Office (1995) protocol.

The DHA team will prepare a narrative HPSR with an ASR attachment that meets the requirements of the Caltrans Environmental Handbook.

Task 8.5 Preparation of Initial Study and Mitigated Negative Declaration

Based on our recent experience with similar bridge replacement projects, the DHA environmental team anticipates the necessary environmental clearance document will include preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) under CEQA and Categorical Exclusion (CE) under NEPA, with Caltrans preparing the CE once all technical studies and CEQA document are finalized.

Task 8.5.1 Prepare and Circulate Draft IS/MND

The DHA environmental team will prepare an Initial Study (IS) for the project. It is the goal of the IS to support adoption of a Mitigated Negative Declaration (MND) by the County. Several technical memorandums will be prepared during this phase of the project to support the conclusions of the IS/MND. To ensure that the final product is acceptable to the County, an outline of the document will be submitted to the project team for review before document preparation begins.



After review and approval by the County, the DHA environmental team will prepare a screen check IS/MND for final approval before public circulation and review. DHA will deliver five copies of the screen check for review and approval. We are assuming a total of 30 copies of the public review IS/MND will be sent to the County for distribution.

Deliverables:

- Administrative DRAFT IS/MND
- Screen Check DRAFT IS/MND
- Public Circulation DRAFT IS/MND
- NOC to file with the State Clearing House

Task 8.5.2 Prepare and Submit Final IS/MND and Mitigation Monitoring and Reporting Program

At the conclusion of the 30-day public comment period, the DHA environmental team will meet with the project development team to discuss the comments received and the preparation of the final document. In addition, a Mitigation Monitoring and Reporting Program (MMRP) for CEQA will be prepared as part of the final document.

After the project development team has reviewed the administrative final IS/MND and draft MMRP, the DHA environmental team will incorporate the necessary revisions into the document and submit the Final IS/MND and MMRP

Deliverables:

- Final IS/MND
- Draft and Final MMRP
- NOD to file with the State Clearing House

Task 9 Preliminary Engineering and Type Selection

DHA will plan, design, and coordinate the required preliminary engineering documents needed to scope the extents of the project. This task will include the analysis of two bridge replacement alternatives, the preparation of a Bridge Type Selection Report, the development of preliminary roadway alignment, and the preparation of a 30% plan set and estimate. Portions of the 30% plans will be used as figures in the project environmental clearance documents.

Task 9.1 Bridge Type Selection Report

Information taken from our research and Task 2 will be used to assist us in determining the best project alternative for replacing the existing bridge. In Coordination with the County, DHA will provide the necessary alternative analyses and type selection services necessary to select the most appropriate bridge replacement type and prepare the Bridge Type Selection Report. Upon completion of our analysis, we will produce and submit a report recommending the preferred bridge replacement type and roadway alignment to Mariposa County for your selection.

A conceptual roadway alignment will be developed for each alternative as part of this effort. Our current thinking on the horizontal alignment is to modify the existing horizontal curve west of the bridge so that the roadway centerline across the bridge shifts to the north. This will allow the replacement bridge to be built in stages so that traffic can be maintained through the site during construction. The vertical alignment may also need to be adjusted slightly to accommodate the passage of the 50-year and 100-year storm flows events within the Mariposa Creek channel below the replacement structure and meet Caltrans freeboard requirements. Caltrans requires the replacement bridge structure to pass the storm of record, 50 year storm flow plus 2 feet of freeboard, or the 100 year storm, whichever requires the highest bridge soffit elevation. DHA will prepare the road alignment based on the stated design speed of 45 mph.

DHA will analyze three bridge replacement alternatives:

- Single Span Cast-in-Place Concrete Slab Bridge
- Single Span Pre-Cast Pre-Stressed Voided Slab Bridge

The substructure types anticipated are concrete abutments on shallow spread footings.



DHA will weigh the advantages and disadvantages associated with each of these bridge types to determine the most appropriate bridge replacement. A General Plan Sheet will be prepared to convey each alternative. The vertical profile and horizontal alignment of each bridge alternative will be based on the road alignment alternatives developed.

A narrative description and pertinent information concerning each alternative will be provided in the Type Selection Report. A preliminary planning study cost estimate for each alternative will also be prepared. Costs will be preliminary and will be prepared in accordance with Caltrans Standard Planning Study Cost Estimating practices.

Upon completion of our alternative analysis, DHA will prepare the Bridge Type Selection Report. This report will include a General Plan Sheet for each of the bridge replacement alternatives, as well as a preliminary typical cross sections and layout sheets showing the proposed roadway plan and profile alternatives.

A draft version of the Bridge Type Selection Report will be submitted to the County and Caltrans for review and comment. Upon receipt of the comments of the draft report, DHA will prepare a final Bridge Type Selection Report.

Deliverables:

- Draft Bridge Type Selection Report (PDF and hard copies)
- Final Bridge Type Selection Report (PDF and hard copies)

Task 9.2 30% Preliminary Plans and Estimate

Upon receipt of written documentation from Mariposa County identifying the preferred bridge type for the project and the approval of the Bridge Type Selection Report, DHA will prepare preliminary roadway and bridge plans for the selected project alternative (one alternative). The 30% preliminary plans will consist of:

- Title Sheet
- Preliminary Typical Sections
- Preliminary Roadway Layout and Profile Sheet
- Right-of-Way Constraint Exhibit
- Preliminary Bridge General Plan Sheet

These preliminary plans will provide enough data to convey a complete scope of the project. All of the plans will be prepared in accordance with the Caltrans Local Assistance Procedures Manual.

Concurrent with the development of the 30% plans, DHA will prepare preliminary construction costs. Costs will be estimated for approximate quantities of roadway materials and structural bridge items. The cost estimate spreadsheet will be developed using Microsoft Excel.

Deliverables

- 30% Preliminary Plans (PDF and hard copies)
- Preliminary Construction Cost Estimate (PDF and hard copies)

Phase II - Final Design

Task 10 Final Plans and Special Provisions

After acceptance has been given on the 30% Preliminary Plans, DHA will begin the design work and preparation of the PS&E. This phase will include the development of the bridge and roadway plans which will be prepared in accordance with the Caltrans Bridge Design Details Manual, Caltrans Highway Design Manual, and AASHTO "Policy on Geometric Design of Highways & Streets". This phase will also include the preparation of Special Provisions to accompany the State of California Standard Specifications and a detailed Engineer's estimate of the construction costs.



Task 10.1 Intermediate (65%) PS&E

The initial step of the final design phase will be the development of the intermediate (65%) submittal of the plans, special provisions, and estimate (PS&E). DHA will incorporate comments from the 30% County review.

Task 10.1.1 Bridge Design

DHA will prepare a full structural design on the selected bridge alternative identified in the Bridge Type Selection Report and 30% Plan set. The design will be conducted in accordance with:

- Caltrans Bridge Design Manuals
- AASHTO LRFD Bridge Design Specifications with 2006 Interims and Caltrans Addenda (Blue Sheets)
- Caltrans Seismic Design Criteria

A detailed description of DHA's bridge design subtasks follows:

Superstructure Design: The superstructure will be designed to meet LRFD requirements specified by Caltrans. Vertical loads will include HL-93, Permit, and Alternative Vehicle live loads as well as prescribed dead loads. The seismic design will adhere to the requirements specified in the Caltrans Seismic Design Criteria and the Caltrans Memo to Designers Manual. The analysis of the bridge superstructure will utilize the CT Bridge computer program for live loads, used by Caltrans.

Substructure Design: The support reactions from the superstructure will be used to design the substructure components. The substructure system will incorporate structure movement, drainage, structure approach, and seismic requirements. The substructure items will be designed in accordance with the Caltrans Bridge Design Specifications Manual for vertical loading and lateral loading.

Seismic Design: After member sizes have been determined during the Superstructure and Substructure designs, DHA will analyze the bridge for seismic loading. Information that will be used to determine the design seismic loads includes the maximum ground acceleration, and depth to bedrock. This information will be supplied by WRECO. Once DHA has obtained the site parameters, this information will be coupled with the structural parameters of the bridge to determine seismic loads and reactions. Requirements in the Caltrans Seismic Design Criteria and the Caltrans Memo to Designers Manual will be used to determine the loading.

Task 10.1.2 Roadway Design

This task involves the preparation of the roadway plans for construction. DHA will perform the roadway design in accordance with the latest version of the Caltrans Highway Design Manual, AASHTO "A Policy on Geometric Design of Highways and Streets," and County design standards. DHA will refine the selected horizontal and vertical roadway alignment developed in our 30% submittal package and will develop design cross sections and construction details. Detailed earthwork and other project calculations will also be performed and the drainage systems design and construction staging requirements will be developed. The roadway design will include details for traffic control plans in accordance with the Caltrans Manual of Uniform Traffic Control Devices.

Task 10.1.3 65% Plans, Special Provisions, & Construction Cost Estimate Preparation

Concurrently with the design efforts, DHA will prepare the 65% PS&E. This phase will include the development of the bridge and roadway plans which will be prepared in accordance with the Caltrans Bridge Design Details Manual and the Highway Design Manual. This task will also include the preparation of Special Provisions to accompany the State of California Standard Specifications. Environmental mitigation requirements, if required, will be incorporated into the development of these documents.

Plans -The plan sheets will be prepared in English units. DHA intends to use AutoCAD Civil 3D. We will develop our drawing files using Mariposa County's standard sheet format. We anticipate roadway layout plans to be at a scale of 1"=40' or 1"=20', and roadway construction details to be at a scale of 1"=10' unless otherwise requested by the County. Bridge plans will be at the required feet and inch scales.



Plans for all submittals will include the following:

- Title Sheet
- Notes, Abbreviations, and Legend (if needed)
- Typical Cross Sections
- Demolition Plans (If needed)
- Layouts
- Profiles (may be combined w/Layouts)
- Construction Details
- Temporary Water Pollution Control Plans
- Erosion Control Plans
- Contour Grading Plans
- Drainage Plans (may be combined w/Layouts)
- Utility Plans
- Construction Area Signs
- Stage Construction/Traffic Handling Plans
- Pavement Delineation and Signing Plans
- Bridge General Plan
- Deck Contour Sheet
- Bridge Foundation Plan
- Abutment Detail Sheets
- Bridge Typical Section Sheet
- Deck Reinforcement Sheet
- Bridge Railing Plan
- Bridge Demolition Plan
- Log of Test Borings Sheet

Special Provisions -DHA will use the most current version of the Standard Special Provisions available from Caltrans, 2010, and will revise the Standard Special Provisions to meet the requirements for this specific project. The special provisions document will be developed using Microsoft Word.

Cost Estimate -Along with the plans and special provisions, a detailed construction cost will be developed. A Marginal Estimate will be prepared as an estimate of probable construction cost for the project. This estimate will be based on quantity take-off calculations performed and checked by the designer and unit cost information for each of the items listed. The unit cost data will be based on past relevant experience with similar projects; including any Mariposa County construction cost data, and the latest version of Contract Cost Data as prepared by Caltrans.

Task 10.1.4 Intermediate (65%) PS&E Submittal

Upon completion of this portion of work, DHA will submit for review and comment the 65% PS&E package.

Deliverables

- Half-Size (11x17) 65% Plans (PDF and hard copies)
- Annotated 65% Draft Technical Special Provision (PDF and hard copies)
- 65% Construction Cost Estimate (PDF and hard copies)
- "Red Line" set of plan with County review comments on the Preliminary (30%) Submittal

Task 10.2 Independent Bridge Design Check

At the 65% complete stage of the project, a comprehensive Quality Control Review of the Plans, Specifications, and Construction Cost Estimate will be performed by a senior staff member. In addition, an independent bridge design check will be conducted. The independent design check will be performed on the 65% plan set by an engineer not



involved in the initial design of the project. It will consist of a thorough review of the Bridge Plans and Draft Special Provisions and the preparation of an independent set of design calculations and quantity calculations. The design checker for action or response will also prepare a list of issues to be addressed by the designer.

Task 10.3 Response to Review Comments/ 95% PS&E Submittal

Task 10.3.1 Response to Review Comments

After the environmental documents have been approved and upon receipt of the review comments on the 65% submittal, revisions will be made to the Plans, Specifications and Special Provisions in preparation for the 95% submittal package. A written response will be prepared by the designer addressing any reviewer or checker comments, suggestions or proposed revisions. The project Special Provisions will also be finalized in Caltrans' standard format for inclusion in the Bid Documents along with the boilerplate portion provided by Mariposa County.

Task 10.3.2 95% PS&E Submittal

A complete set of checked Plans, Specifications, and Construction Cost Estimate will be submitted for final review and approval.

Deliverables

- Half-Size (11x17) 95% plans (PDF and hard copies)
- Annotated 95% Special Provisions (PDF and hard copies)
- 95% Construction Cost Estimate (PDF and hard copies)
- "Red lined" set of plans with County review comments on the 65% submittal

Task 10.4 Final PS&E Submittal

Design comments on the 95 percent PS&E will be incorporated into the Final Plans Special Provisions and Estimates, as appropriate.

The final PS&E will include the following items:

- Checked Structural Bridge Plans
- Final Roadway Plans
- Special Provisions for Construction
- Engineer's Estimate
- Design Cross Sections
- Resident Engineer's Pending Files

The final drawings, special provisions, and estimates will be prepared in accordance with the Local Programs Manual and presented to Mariposa County at the completion of the design phase of the project. All documents will be stamped and signed by a licensed civil or structural engineer registered in California.

Deliverables:

- One set of full size (22x34) Plans signed and stamped on Mylar
- One set of half size (11x17) Plans signed and stamped on Mylar
- One camera-ready set of Special Provisions, including Mariposa County's Boiler Plate as provided by the County
- One set of Quantity Calculations (PDF and hard copies)
- One set of Signed and Stamped Bridge Structural Calculations (PDF and hard copies)
- Compact Disk containing electronic files of the signed contract plans (Half and full size PDF files), special provisions (Microsoft Word), and estimate (Microsoft Excel)
- "Red lined" set of plans with County review comments on the 95% submittal



Task 11 – Right of Way Services

Task 11.1 Right of Way Mapping Services

DHA will prepare a Right of Way Constraints Map based on the identified right of way requirements for the project. The Right of Way Constraints Map will show all existing right of way, easements, land dedications, and property acquisitions required. It appears that a total of three properties may require right of way dedications and/or construction easements based on a review of the Mariposa County Assessor's Maps.

EO&A will prepare appropriate right-of way and easement legal descriptions and exhibits for seven parcels. As part of this effort EO&A will:

- Prepare legal descriptions and plats for temporary construction easements, staging areas, and disposal areas for excess soil generated by project construction.
- Specify existing and proposed right of way, land dedications, and easement agreements.
- Verify property lines.
- Prepare final right-of-way map and legal descriptions for acquisition of all necessary parcels and easements.

EO&A is also available to prepare and file a Record of Survey for the new right of way required at the completion of the project. EO&A can also set monumentation for new right of way as shown on the record of survey. These services, however, are beyond the scope of this project. Should Mariposa County want these services, EO&A can provide a separate scope of work and fee proposal.

Deliverables:

- Plat Maps and Legal Descriptions for Right of Way takes (PDF and hard copies)
- Plat Maps and Legal Descriptions for Temporary Construction Easements (PDF and hard copies)

Task 11.2 Appraisal and Acquisition Services

As a subconsultant to DHA, Overland Pacific & Cutler (OPC) will provide preliminary right of way cost estimates and Caltrans R/W Data Sheets. OPC will then provide the necessary right of way appraisal and acquisition services to acquire the right of way interests necessary to accommodate project improvements and construction activities.

For the purpose of this scope of work, OPC assumes that minimally invasive partial acquisitions and temporary construction easements will be required from each of the three parcels adjacent to the existing bridge. OPC assumes that there will be no damages to any adjacent structures or a need for occupant displacement. If such relocation services are needed, a separate scope of work and fee proposal will be provided.

A clear understanding of all proposed impacts will be achieved during the environmental studies. OPC's right of way analysts will review preliminary design plans, estimate acquisition costs, and assess the reasonableness of all proposed right of way impacts. This information will be used to complete the Caltrans Right of Way Data Sheet, as required by the Caltrans Right of Way Manual. Following approval, full right of way program implementation will take place.

Task 11.2.1 Preliminary Cost Estimates/Caltrans Right of Way Data Sheets

OPC will perform the services necessary to complete a preliminary right of way cost estimate, as well as Caltrans Right of Way Data Sheets as required by the Caltrans Right of Way Manual.

Specifically OPC will:

- Take an inventory of the affected properties.
- Secure preliminary parcel information from online database sources and investigate current ownerships. Utilizing this information and Assessor's Roll information, determine other valuation considerations such as zoning, lot and building size, current usage, and other relevant factors.
- Visually inspect each property (aerial & street-level views) noting effects of proposed acquisitions.



- Sort each property into product types to determine the set of real estate data to be researched and create valuation data sets for each product type.
- Prepare an estimate of the probable cost of each partial acquisition, as well as permanent and temporary easement interests, including (for partial acquisitions) damages to the remaining parcel, using created data sets from various real estate value databases.
- Prepare an estimate of the probable relocation assistance (if applicable) for each residential or non-residential occupant located on each property.
- Prepare an estimate of the total probable loss of business goodwill (if applicable) attributable to each operating business.
- Prepare an estimate of the inspection and demolition costs (if applicable) associated with delivering each cleared site.
- Prepare an estimate of the total services and incidental costs associated with each real estate acquisition program (appraisals, acquisition and relocation consultants, title/escrow, legal services, etc.).
- Prepare the latest Caltrans R/W Data Sheet according to the Caltrans Right of Way Manual.
- Provide QA/QC of final work product, submit to client and other Project Team members and respond to inquiries.

Task 11.2.2 Right of Way Appraisal and Acquisition Services

Upon notice to proceed, OPC will begin working with the project team in developing a Project Plan detailing all aspects of the right of way program to ensure that all acquisition tasks are properly identified and completed in accordance with all applicable regulations and the Caltrans Right of Way Manual. An ancillary task to the Project Plan will be the creation of the project's acquisition schedule that will incorporate all relevant project development milestones including advertisement of the project's construction contract. Concurrent with these activities, OPC will secure and review preliminary title reports for all impacted parcels and coordinate with the right of way engineering team to review legal descriptions and plat maps for each right of way interest required. Once the latter are finalized and delivered to OPC's acquisition staff, appraisal and appraisal review activities will be initiated to value each temporary and permanent interest required for the construction of project improvements. As these reports are finalized, the County will review the findings and establish a Determination of Just Compensation for each property owner offer package. OPC will subsequently draft the offer packages and all applicable acquisition agreements, submit them to the County for final approval and negotiate owner settlements. It is assumed for the purpose of this proposal, that relocations will not be required. Once an amenable agreement is reached, a Purchase and Sale Agreement will be executed for each respective ownership and an escrow account will be established to facilitate payment and any required title clearance activities. When the transaction closes and owner payments are disbursed, OPC will begin coordination with the appropriate state and federal oversight authorities to secure the right of way certification. Where voluntary agreements are not possible, OPC will coordinate with the agency's legal counsel in eminent domain proceedings and provide all relevant property and negotiations details to support the condemnation task.

Specifically OPC will:

Program and Project Management Services

- Prepare a comprehensive project planning worksheet designed to ensure all project elements are considered and the work plan and County's policies are clearly understood.
- Provide comprehensive initial project planning, including policy and budget analysis, and participate in informational meetings with the public and official representatives.
- Track and manage all budgetary-related aspects of the project associated with OPC's Scope of Work.
- Assist with the development of administrative policies, procedures, and forms necessary to carry out the initial program.
- Provide ongoing general consultation and project coordination with the County, social service agencies, governmental entities, and project team members.
- Represent the County at public meetings and hearings.



- Prepare tracking reports that monitor the completion of project milestones of the various disciplines involved on the project.
- Prepare and present monthly status reports based on the agreed-upon guidelines on information to be provided.
- Confer with the County verbally on general status, problem areas, and progress.
- Coordinate with federal and state oversight agencies as applicable.
- Subcontract and manage any necessary disciplines needed for these services.

Title Investigation Services – Preliminary Title Reports

- Secure vesting deeds, property profile, and tax map for each property.
- Secure preliminary title reports for each property which will remain valid for a minimum of 6 months or until there is a change in ownership.
- Secure copies of recorded back-up documents as needed.
- Share preliminary title information with the right of way engineer, surveyor, and real estate appraisers for their use on the project.
- Prepare list of title exceptions to be cleared and confirm manner of disposition is consistent with approved project plan.
- Facilitate changes to preliminary title reports after the preparation of the legal descriptions, if necessary for partial acquisitions.

Appraisal Services – Fee and Review Appraisals

- Mail a notification letter and acquisition policies brochure to each property owner requesting permission to conduct an on-site inspection of the property, advising them of their right to accompany the appraiser at the time of the inspection, and requesting information regarding the property appraised which could influence the appraised value.
- Review title information pertaining to respective ownerships and review drawings and other pertinent information relative to each parcel.
- Inspect each property personally with the owner (if possible) and document the inspection with photographs for use in the report.
- Perform market research to support the selected appraisal methodologies and document and confirm comparable sales information.
- Prepare a narrative appraisal report that conforms to the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports.
- Upon completion of the fee appraisal, conduct a formal review by an independent appraiser in accordance with federal regulations and Caltrans procedures manual.
- Receive and analyze the completed appraisal reports and reconcile the real estate and fixtures and equipment conclusions as necessary.

Acquisition Services – Fee Owner Negotiations

- Establish and maintain complete and current ownership files in a form acceptable to the County.
- Receive and analyze title information, approved appraisal reports, and legal descriptions in sufficient detail to negotiate with property owners and other parties.
- Prepare all offer letters, summary statements, and lists of compensable items of fixtures and equipment, in accordance with state or federal regulations and approval of the County.
- Present written purchase offers to owners or their representatives in person, when possible. Secure receipt of delivery of offer as practical and present and secure tenant information statements, as applicable.
- Follow-up and negotiate with each property owner, as necessary; prepare and submit recommended settlement justifications to the County for review and approval; review any independent appraisal secured by property owner



- and coordinate reimbursement of appraisal fees (up to \$5,000) with the County. Ongoing negotiations and settlement discussions will continue for 8 weeks after the initial offer unless settlement or impasse is reached sooner.
- Prepare and assemble acquisition contracts, deeds, and related acquisition documents required for the acquisition of necessary property interests. Legal descriptions to accompany easements or to accompany partial acquisition deeds are not included in this Scope of Work.
 - Maintain a diary report of all contacts made with property owners or representatives and a summary of the status of negotiations indicating attitude of owners, problem areas, and other pertinent information. Copies of all applicable written correspondence will be maintained in files.
 - Prepare an impasse letter for any parcel where, after diligent attempts to settle by negotiation, it appears eminent domain will be needed or prudent to acquire the needed interest.
 - Transmit executed acquisition documents to the County. Each transmittal package will include a fully executed and properly notarized deed(s), fully executed acquisition contract with attachments, and a brief settlement memorandum which summarizes the pertinent data relative to the transaction.

Title/Escrow Coordination

If by Negotiated Settlement: Assist the escrow/title company in the following:

- Open escrow and coordinate execution of closing instructions providing for title insurance coverage at the settlement amount.
- Provide escrow officer with fully executed acquisition contract and notarized deed.
- Work in conjunction with escrow officer to facilitate the clearance of title matters as set forth in the settlement memorandum and escrow instructions.
- Assist escrow to secure full or partial re-conveyance or subordination instruments from lien holders of record.
- Review settlement statement for accuracy.
- Coordinate deposit of acquisition price and estimated closing costs with escrow.
- After the closing, review the title insurance policy for accuracy.
- Prepare and mail a letter to County Assessor requesting cancellation of taxes if appropriate.

If Settlement by Eminent Domain: Assist eminent domain counsel with the following:

- Prepare a letter for the County signature to eminent domain counsel, requesting proceeding to condemnation.
- Provide eminent domain counsel with available right of way maps and legal descriptions, preliminary title reports and title review documents, and information on how to contact each owner or interest holder.
- Provide eminent domain counsel with a duplicate copy of the parcel file, together with a copy of the appraisal, offer to purchase, correspondence, acquisition contract, and deed as presented.
- Convert preliminary title reports to litigation guarantees for eminent domain counsel's use. Title company fees (based on the value of the interest required) are additional.

Caltrans Right of Way Certification Oversight

- Attend certification planning meeting with the County's Right of Way Local Assistance Coordinator and project team.
- If applicable, acquire and include relocation activities as required for completion of certification form including utility notices and hi-low risk utility sheets as provided by the project's utility coordination team and engineers for Right of Way Local Assistance Coordinator review.
- Verify that all interests necessary for the project have been secured. Prepare certification forms, in coordination with the engineer and the County, to include the compilation of all necessary back-up documents required including deed, final order of condemnation, access easements, cooperative agreements, permits, right of entries, etc.
- Attend and coordinate pre and post-audit submittal meetings.



Task 12 Regulatory Agency Permitting

The proposed project may affect wetlands or other jurisdictional/navigable waters in Mariposa Creek that may be under the jurisdiction of the ACOE, RWQCB, and/or CDFW. Impacts to jurisdictional waters may require permits from the regulatory agencies, as described below.

Task 12.1 Nationwide Permit Verification (Clean Water Act, Section 404)

The proposed project may result in discharge of material into waters of the U.S. In the event this occurs, the project will require authorization from the ACOE. It is likely that any discharge resulting from this project can be authorized using one or more Nationwide Permits (NWP). The DHA environmental team will prepare a Preconstruction Notification (PCN) to submit to the ACOE requesting verification that the project can be authorized using the specified NWP(s). The DHA environmental team will also submit a Preliminary Jurisdictional Delineation (as discussed above) and request concurrence by the ACOE.

Task 12.2 Water Quality Certification (Clean Water Act, Section 401)

A Water Quality Certification may be required from the RWQCB for the proposed project, if it will affect wetlands or other waters of the State, to certify that the project is consistent with water quality goals and objectives. The DHA environmental team will prepare an application package for submittal to the RWQCB. A processing fee must be included with the submittal (to be provided by the County-amount to be determined).

Task 12.3 Streambed Alteration Agreement (Fish and Game Code, Section 1602)

The proposed project may require notification of proposed streambed alteration to the CDFW if the project will have an effect on waters in Mariposa Creek. The DHA environmental team will prepare an application package for submittal to CDFW. A processing fee must be included with the submittal (to be provided by the County-amount to be determined).

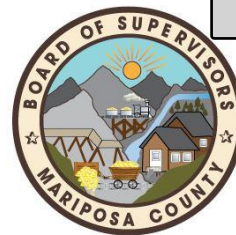
Task 13 Construction Bid Assistance

DHA will assist Mariposa County during the pre-bid opening. If requested, we will suggest any pre-qualification criteria for the construction bidder. In addition, DHA will prepare required addenda to be distributed to the bidders, and answer technical questions relative to the plans, special provisions, and quantity estimates. A maximum of 40 hours has been allocated to this task. Additional hours can be provided by DHA on a time and materials basis.



MARIPOSA COUNTY

Sheriff's Office • 209 966-3615



RESOLUTION - ACTION REQUESTED 2022-521

MEETING: September 13, 2022

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: 2022 - 2023 FY Agreement for Forensic Pathology Services

RECOMMENDATION AND JUSTIFICATION:

Approve a One Year Agreement with Stanislaus County Sheriff's Office Coroner's Division for Forensic Pathology Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

The Mariposa County Sheriff's Office Coroner Division has contracted with the Stanislaus County Sheriff's Office Coroner Division for Forensic Pathology Services since 2007. The Stanislaus County Sheriff's Office Coroner Division has specially trained, experienced and competent staff to perform forensic pathology services with respect to post mortem examinations and autopsies of deceased persons.

The terms for the new contract remain the same as the previous contract.

The Mariposa County Sheriff's Office has been satisfied with the services received by the Stanislaus County Sheriff's Office and we appreciate the professional relationship we share.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors has approved the past agreement that expired on June 30, 2021 with the Stanislaus County Sheriff's Office Coroner's Division.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Sheriff's Department will have to seek an alternative source for these services that may incur a higher cost.

FINANCIAL IMPACT:

Funds for services have been requested in 2022-2023 proposed budget

ATTACHMENTS:

Stanislaus County Sheriff Path 22-23 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

AGREEMENT FOR FORENSIC PATHOLOGY SERVICES

This agreement is made and entered into this July 1, 2022, by and between Stanislaus County for the benefit of its Sheriff's Department, Coroner's Division ("Contractor"), and the Mariposa County for the benefit of its Sheriff's Office, Coroner's Division. ("County").

INTRODUCTION

WHEREAS, County requires forensic pathology services with respect to postmortem examinations and autopsies of deceased persons, and Contractor has agreed to provide those services;

WHEREAS, Contractor is specially trained, experienced, and competent to perform such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK:

- 1.1 The Contractor shall furnish to the County, those services and work set forth in Exhibit A, attached hereto and by reference incorporated herein.
- 1.2 Services and work provided by Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions.

2. COMPENSATION:

- 2.1 As sole consideration for the services rendered by Contractor, County shall pay Contractor pursuant to the provisions set forth in Exhibit A.
- 2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement.
- 2.3 County will not withhold any Federal or State income taxes, Social Security tax, Medi-Care tax or any other payroll tax or assessment from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments

on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

3. TERM:

- 3.1 The term of this Agreement shall be for the period beginning July 1, 2022 ending June 30, 2023, unless sooner terminated as provided below or unless some other method of time or termination is agreed upon by the parties.
- 3.2 In the event that either party to this Agreement shall fail to perform its obligations under this Agreement, any exhibits hereto, or any amendment, then this Agreement may be terminated at the end of ninety (90) day period which shall commence upon the date that written notice of failure to perform is mailed to the other party; provided, however that the Agreement can be reinstated if failure or performance is remedied to the satisfaction of both parties within said ninety (90) day period of time.
- 3.3 It is understood and agreed that the services of the board-certified forensic pathologist, approved by the Contractor will be utilized in the performance of services under this Agreement. If the Contractor is unable to provide such a board-certified forensic pathologist, said event shall constitute a failure of performance of this Agreement requiring implementation of the provisions of Section 3.2 of this Agreement and the County shall be free to Contract for such services as it deems necessary in its sole discretion and shall reduce compensation to Contractor in an amount equal to the actual cost of obtaining such service.
- 3.4 It is mutually agreed that if County, during any fiscal year covered by this Agreement, fails to appropriate sufficient funds to continue this Agreement, this Agreement shall be of no further force and effect. California State Constitution Article XVI, Section 18.

4. WORK SCHEDULE:

Contractor's obligation is to perform in a timely manner the services and work identified in Exhibit "A." It is understood by Contractor that the performance of Services and work will require a varied schedule with hours and times for completion of said services to be set by Contractor.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS:

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the terms 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 will be procured and maintained in force by Contractor at no expense to the County.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.:

Contractor will provide facilities for the performance of forensic pathology services in a manner commensurate with general standards established by pathologists in practice throughout the United States of America. Contractor will also provide dictation equipment and services compatible with transcription equipment of Contractor. County will provide, at its own expense, personnel adequate to assist Contractor in acquiring cause of death and transferring decedents to Contractor's location.

7. WORKER'S COMPENSATION:

Contractor shall provide Worker's Compensation insurance coverage in the legally required amount for all of Contractor's employees utilized in providing work and services pursuant to this Agreement. By executing a copy of this Agreement, Contractor acknowledges its obligations and responsibilities to its employees under the California Labor Code and warrants that Contractor has complied and will comply during the term of this agreement with all applicable provisions of the California Labor Code with regard to its employees.

8. STATUS OF CONTRACTOR:

8.1 All acts of Contractor, its agents, officers, employees, and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of the Contractor. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

8.2 Contractor, its agents, officers, and employees are, and at all times during the term of this agreement shall represent and conduct themselves as, independent contractors and not employees of County.

- 8.3 Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor pursuant to this Agreement. Contractor shall be responsible to the County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. During the term of this Agreement, Contractor is permitted to provide the same services to others as Contractor provides to County hereunder. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.
- 8.4 If in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.
- 8.5 It is understood and agreed that as an independent Contractor, neither the Contractor nor Contractor's assigned personnel shall have any entitlement as a County employee, right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.
- 8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all Contractor's assigned personnel under the terms and conditions of this Agreement.
- 8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based on upon any contention by any third party that an employee-employer relationship exists by reason of this Agreement.
9. **LIABILITY AND INDEMNIFICATION:**
- 9.1 Contractor's Obligation Contractor, its officers and employees, by this Agreement, shall not assume any liability for the direct payment of any salary or wages to any County officer or employee performing services hereunder for County, nor for the direct payment of compensation or indemnity to any County officer or employee for any injury to or illness of such officer or employee arising out of their employment by County, and Contractor, its officers and employees, by this Agreement, shall not

assume any liability for the negligent or wrongful acts or omissions of County, nor of any officer or employee thereof, or property of County, and Contractor shall hold harmless, defend and indemnify County, its officers and employees, against any and all costs, expenses, claims, suits and liability for bodily and personal injury to or death of any person and for injury to or loss of any property resulting therefrom or arising out of or in any way connected with any negligent or wrongful acts or omissions of Contractor, its officers and employees, in performing or authorizing the performance of or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement.

- 9.2 County's Obligation. County, its officers and employees, by this Agreement, shall not assume any liability for the negligent or wrongful acts or omissions of Contractor, nor of any officer or employee thereof, or property of Contractor, and County shall hold harmless, defend and indemnify Contractor, its officers and employees, against any and all costs, expenses, claims, suits and liability for bodily and personal injury to or death of any person and for injury to or loss of any property resulting therefrom or arising out of or in any way connected with any negligent or wrongful acts or omissions of County, its officers and employees, in performing or authorizing the performance of or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement.

10. RECORD AUDIT:

- 10.1. Contractor shall prepare and maintain all writings, documents, and records prepared or compiled in connect with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes the handwriting, typewriting, printing, photostatic, photographing, any every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof
- 10.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making an audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

11. NONDISCRIMINATION:

11.1. During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, rule, or regulation against any employee, applicant for employment, or person receiving services under this agreement because of face, religion, color, national origin, ancestry, physical or mental handicap, medical condition, marital status, age, political affiliation, or sex. Contractor and its agents, officers, any employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.) and the regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto and all administrative rules and regulations issued pursuant to said act. Contractor further agrees to abide by the County's nondiscrimination policy.

12. ASSIGNMENT:

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. WAIVER OF DEFAULT:

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. NOTICE:

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

For Contractor:

Lt Richard Gonzales
 Chief Deputy Coroner
 Stanislaus County Sheriff's Department
 Coroner Division
 921 Oakdale Road
 Modesto, CA 95355
 (209) 567-4480

For County:

Sterling Cramer
 Undersheriff
 Mariposa County Sheriff's Department
 5099 Old Highway N
 Mariposa, CA 95338
 (209) 966-3615

15. CONFLICTS:

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. SEVERABILITY:

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. AMENDMENT

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. NON-APPROPRIATIONS AND DEBT LIMITATION CLAUSE:

In the event County is unable to obtain funding for any year during the term of this Agreement, County shall have the right to terminate this Agreement at the conclusion of the current year and shall not be obligated to provide any additional performance under the Agreement. To the extent that any remedy provided for in the Agreement may conflict with Article XVI of the California Constitution or any other debt limitation provision of California law applicable to a county, Contractor waives any and all right to such remedy.

19. ENTIRE AGREEMENT:

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements,

promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

20. ADVICE OF ATTORNEY:

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

21. CONSTRUCTION:

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

22. GOVERNING LAW AND VENUE:

This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

APPROVED AS TO CONTENT:

Sheriff's Department

COUNTY OF MARIPOSA

By: _____

Jeff Dirkse
Sheriff-Coroner

By: _____

Rosemarie Smallcombe
Chair, Board of Supervisors

APPROVED AS TO FORM:

Thomas E. Boze, County Counsel

APPROVED AS TO FORM:

By: _____

Robert J. Taro
Robert J. Taro
Assistant County Counsel

By: _____

Steven W. Dahlem
County Counsel

EXHIBIT A**A. SCOPE OF WORK:**

1. Contractor shall provide postmortem examinations and autopsies of decedents in cases of death which County's Coroner is required by law to conduct an inquiry into the cause and manner of death.
2. Contractor shall provide one (1) on-call Deputy Sheriff-Coroner to provide access to the Coroner's Facility outside of normal business hours. For purposes of this agreement, "normal business hours" shall be Monday through Friday from 8:00 a.m. to 5:00 p.m.
3. Contractor will provide all expert witness appearances required by Mariposa County on cases arising out of the performance of the aforementioned professional services.
4. Contractor shall provide additional services as requested by County, which may include inspection of medical records, discussion with decedent's physician and/or family, and other services as may be required by the Coroner to determine the cause and manner of death.
5. Cause of death may be determined by medical examination and blood analysis without dissection when Contractor determines that such examination and analysis is sufficient to determine the cause of death for the County's purposes.
6. Upon the concurrence of both Contractor and Mariposa County, if it is determined that a medical examination will satisfy the obligation of the County to conduct an inquiry into the cause and manner of death, then a medical examination may be substituted for an autopsy.
7. Contractor shall perform an autopsy of a deceased person when an autopsy is required in the opinion of Contractor upon consultation with the Forensic Pathologist. Said autopsies may include gross dissection, microscopic examination, and toxicological examination as determined necessary by Contractor and shall also include all additional protocols required by law.
8. Contractor shall provide written reports, for autopsies and medical examinations, to the County, in a timely manner. It is understood and agreed that Contractor will provide transcription services as necessary for the preparation of said reports at Contractor's expense. Contractor will incur responsibility for any and all costs incurred in connection with toxicology and laboratory tests and will contract independently for such services. (Outside services should be billed directly to the County).

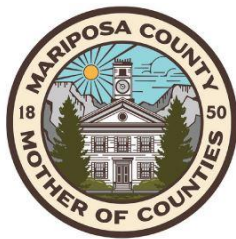
9. Autopsies shall be conducted at such times as agreed upon by Contractor and Mariposa Coroner, but in every case as soon as practicable. Postmortem examinations, autopsies of decedents and reports pertaining to them shall be consistent with the facilities available to Contractor and the general standards established by pathologists in practice throughout the State of California.
10. County shall furnish, at its own expense, transportation to the place where a postmortem examination or autopsy is to be conducted.
11. Contractor may employ at its own expense and with the concurrence of the Sheriff-Coroner, physicians qualified by training and licensure to perform pathology services as deemed necessary to meet the needs of the County. Contractor agrees to allow the Sheriff-Coroner to perform pathology service on behalf of the County.
12. County may request Rapid DNA analysis and shall be financially responsible for the associated costs of each DNA sample provided.
13. County may request forensic dental identification and shall be financially responsible for any costs associated with post-mortem forensic dental examination.

B. COMPENSATION:

County agrees to pay Contractor and Contractor agrees to accept compensation for the services provided to this agreement as follows:

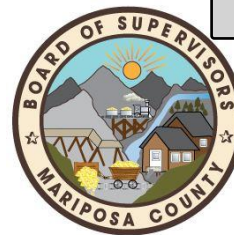
1. \$2,000 per autopsy for the first one hundred (100) autopsies per contract year; and \$2,300 for each autopsy in excess of one hundred (100) autopsies per contract year.
2. \$386.00 for each instance Contractor is requested to unlock the Coroner's facility during non-business hours, representing a 3-hour minimum charge to compensate the time of the on-call Deputy Sheriff-Coroner. Each additional hour in excess of three (3) shall be billed at a rate of \$102 per hour.
3. \$85.00 a day storage fee for all cases brought in for storage only, with a maximum fee of \$425 per case.

5. Contractor shall be paid at the rate of \$300 per hour for the time expended by Contractor in making court appearances when the District Attorney requires testimony from a physician assigned to a home base outside of the County of Stanislaus. When testimony is required, from a physician assigned to the County of Stanislaus, travel time will be compensated at the rate of \$300 per hour.
6. Contractor shall be compensated at a rate of \$800 per inspection or medical record review.
7. Contractor shall be compensated at a rate of \$500 per Rapid DNA sample analysis with a minimum of two samples or \$1,000 total minimum charges.
8. Contractor shall be compensation at a rate of \$825 per case for forensic dental identification.
9. Said compensation shall be paid in monthly installments. Contractor shall submit a statement for reimbursement of professional services on a monthly basis to the Sheriff of Mariposa County. County will make payment to Contractor upon approval of said statement not later than thirty (30) days from the date of receipt of the statement of services provided by Contractor.



MARIPOSA COUNTY

Sheriff's Office • 209 966-3615



D.34

RESOLUTION - ACTION REQUESTED 2022-522

MEETING: September 13, 2022

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Law Enforcement Agreement Between Mariposa County and Yosemite National Park

RECOMMENDATION AND JUSTIFICATION:

Approve a Five-Year Law Enforcement Agreement Between Mariposa County and the United States National Park Service Yosemite National Park to Enhance Law Enforcement Services by Pooling Resources and Receive Mutual Assistance; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Mariposa County Sheriff's Office and the United States National Park Service have assisted each other in carrying out law enforcement activities and other emergency operations on properties that are normally the concern of the other, as resources and circumstances allow. This type of Agreement enhances law enforcement services by establishing the ability to pool professional law enforcement resources and to receive mutual assistance in carrying out law enforcement activities and other emergency operations.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Previous law enforcement agreements with Yosemite National Park (YNP) have been in force for several years. The Board of Supervisors has supported previous agreements between the Sheriff and YNP.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this Agreement is not approved, the inability to pool professional resources and enjoy mutual assistance would be noted.

FINANCIAL IMPACT:

There is no financial impact.

ATTACHMENTS:

YOSE Mariposa County 20220510 Law Enforcement General Agreement FINAL 22-27 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

REF ID# 13317

Packet Pg. 658

GENERAL AGREEMENT
BETWEEN
UNITED STATES NATIONAL PARK SERVICE
YOSEMITE NATIONAL PARK
AND
MARIPOSA COUNTY

ARTICLE I - BACKGROUND AND OBJECTIVES

WHEREAS, pursuant to 54 USC 102701(a), the United States National Park Service (NPS), has the responsibility to "... maintain law and order and protect persons and property within areas of the National Park System," including, but not limited to, all of the area within Yosemite National Park (Park) and the El Portal Administrative Site (El Portal); and

WHEREAS, pursuant to 54 USC 102711, the NPS may render emergency, rescue, firefighting, and other cooperative assistance to other agencies outside the boundaries of units of the National Park Service System; and

WHEREAS, the County of Mariposa, State of California, herein referred to as the COUNTY, has the authority, jurisdiction and responsibility to detect, investigate and apprehend persons violating State law and to provide law enforcement and emergency services for Mariposa County; and

WHEREAS, criminal activity on a regional, statewide and national level affects the quality of life within the Park and within El Portal; and

WHEREAS, the NPS Park Rangers and Special Agents are sometimes called to investigate criminal violations that originate within the Park or El Portal but may lead to suspects, evidence and investigative leads outside the boundary of the Park or El Portal; and

WHEREAS, the County's officers are sometimes called to investigate criminal violations that originate inside Mariposa County but may lead to suspects, evidence and investigative leads within the Park or El Portal; and

WHEREAS, both the NPS and the COUNTY have the personnel, equipment and skills suited to the task of managing law enforcement incidents and providing emergency services in their respective areas; and

WHEREAS, by pooling the resources of the NPS and the COUNTY in mutual assistance, the combined strengths and efforts of these two agencies will provide more extensive and effective law enforcement, emergency services, search and rescue efforts, and a safer working environment for officers of both agencies in such a manner that will best effect the needs of outlying communities considering their geography, economies and population; and

WHEREAS, as a means of expediting and enhancing these efforts, Level 1 Commissioned NPS Park Rangers designated by the Chief Ranger at the Park, and as authorized by the Mariposa County Sheriff, may be designated County Deputy Sheriffs, and Mariposa County Deputy Sheriffs as designated by the County Sheriff, and as authorized by the Chief Ranger at the Park, may act as Special Policemen within the Park.

ARTICLE II-STATEMENT OF WORK

The NPS and the COUNTY agree as follows:

1. To ensure that each of the entities referred to above may enjoy the most effective and efficient law enforcement efforts, investigations and police protection, as well as effective and efficient search and rescue operations, public assistance and other emergency assistance, the NPS and the COUNTY agree to assist each other in carrying out law enforcement activities and other emergency operations on properties that are normally the concern of the other, as resources and circumstances allow.
2. The COUNTY agrees that in the event that law enforcement or emergency assistance is needed by the COUNTY, any request for such mutual assistance will be placed with the Chief Ranger or his/her representative.
3. The NPS agrees that in the event that law enforcement or emergency assistance is needed by the NPS, any request for such mutual assistance will be placed with the Sheriff of the COUNTY or his/her representative.
4. Criminal investigations within the Park shall be conducted by NPS Rangers or Special Agents. Criminal investigations of violations of NPS statutes or regulations or other applicable federal law within El Portal shall be conducted by NPS Rangers or Special Agents or other appropriate federal agencies. Criminal investigations of violations of state, county or other local law or regulations that occur outside of the Park or El Portal in California will be conducted by the COUNTY or the appropriate State or local agency. The NPS or the COUNTY may request mutual assistance on criminal investigations that have a relationship with both jurisdictions or have events that occurred in both jurisdictions.
5. Mutual assistance provided by and to each agency may include, but not be limited to, conducting interviews, surveillance, records checks, vehicle searches, K-9 use, sharing of informants and sensitive intelligence and case information, assistance with arrests and warrant service, to include cooperative tactical arrest and/or search warrant service operations.
6. Law enforcement or emergency incidents outside of the Park or El Portal and within the County will be directed by the Mariposa County Sheriff or his/her representative.
7. Law enforcement or emergency incidents with the Park will be directed by the Chief Ranger of the Park or his/her representative. Law enforcement or emergency incidents with El Portal will be directed by the Chief Ranger of the Park or his/her representative, unless mutually agreed otherwise by the Sheriff and the Chief Ranger of the Park.

8. The NPS and the COUNTY agree not to comment to the media on incidents that occur in the other's jurisdiction. All media inquiries will be directed to the respective agency's information officer.
9. The NPS and the COUNTY each agree to permit personnel from each agency's law enforcement and emergency services to attend the other agency's training sessions and to use the other agency's training facilities on a space available basis and without cost to the respective agency.
10. The NPS and the COUNTY each agree that members or employees of the assisting agency shall at no time be considered employees of the assisted agency, except as provided by specific federal or state laws (such as 54 USC 102701).
11. The NPS and the COUNTY each agree that during incidents which begin in one agency's jurisdiction and/or extend into or end within the other's jurisdiction, an incident command structure may be established using the incident command system with a deputy incident commander from the cooperating agency and that the role of the incident commander may be relinquished to the deputy as jurisdictional boundaries are crossed.

ARTICLE III - TERM OF AGREEMENT

This General Agreement shall be effective when signed by the involved parties and shall not exceed five (5) years, at which time it shall be reviewed, modified or terminated.

ARTICLE IV - KEY OFFICIALS

1. Superintendent, Yosemite National Park
2. Chief Ranger, Yosemite National Park
3. Sheriff, Mariposa County, California.

ARTICLE V-PROPERTY UTILIZATION

In rendering mutual assistance, each party shall be responsible for providing its own equipment, material and supplies, except in emergency cases where it is mutually agreed that the sharing or use of the equipment loaned or furnished by the other party is necessary or proper.

ARTICLE VI - REPORTS

Nothing in this section shall purport to waive, limit or remove confidentiality imposed or allowed by law in regard to any such reports or the contents of the reports.

ARTICLE VII-ORGANIZATION

No separate legal entity shall be created by this Agreement. For the purposes of NPS Reference Manual 9, Chapter 24, Sections 2.1 and 2.2, this Agreement is intended to conform to these policies and facilitate mutual assistance only, and shall not be considered a NPS/Multi- jurisdictional investigative task force.

ARTICLE VIII - FINANCE AND BUDGET

No special or separate financial arrangements are created by this Agreement. Each entity represented shall provide for its own financing and budget to cover the anticipated requirements of this Agreement unless agreed to prior to a specific incident.

ARTICLE IX - LIABILITY

All applicable immunities enjoyed by the NPS and the COUNTY shall apply to their participation in rendering assistance under this Agreement. To the extent required by the Federal Tort Claims Act, the United States will be liable for the acts of its employees acting within the course and scope of their employment. To the extent required by California law, the COUNTY will be liable for the acts of its employees acting within the course and scope of their employment.

ARTICLE X -ASSET FORFEITURE

The Chief Ranger at the Park or his/her designee and the COUNTY shall work toward establishing a fair and equitable agreement in individual case forfeitures. The NPS and the COUNTY will comply as provided by applicable federal and state laws for the equitable sharing of federally forfeited property for state and local law enforcement agencies.

YOSEMITE NATIONAL PARK

Frank W. Lands FRANK LANDS
2022.08.16
09:26:59 -07'00'

Frank Lands, Regional Director
Interior Regions 8, 9, 10, and 12

Date: _____

COUNTY OF MARIPOSA

Chair, Mariposa County Board of Supervisors

Date: _____

APPROVED AS TO FORM

County Counsel

Date: _____

APPENDIX A TO GENERAL AGREEMENT BETWEEN UNITED STATES NATIONAL PARK SERVICE, YOSEMITE NATIONAL PARK AND MARIPOSA COUNTY, CALIFORNIA

This Appendix outlines the procedures through which the Sheriff of Mariposa County (County) may designate selected NPS Park Rangers as County Deputy Sheriffs and the Chief Ranger of Yosemite National Park (Park) may designate selected Mariposa County Deputy Sheriffs as Special Policemen for the Park as set out in the General Agreement (the Agreement) between the United States National Park Service, Yosemite National Park and Mariposa County. This Appendix is made a part of the Agreement.

For the purposes of this Appendix, "NPS Park Rangers" shall be defined as those employees of the National Park Service who possess a valid NPS Level 1 Law Enforcement Commission and who have successfully completed California PC832 training; and "Deputies of the Mariposa County Sheriff's Office" shall be defined as those fully sworn officers of Mariposa County who possess California POST certification.

Deputation of NPS Park Rangers by the Mariposa County Sheriff

1. NPS Park Rangers designated by the Chief Ranger of the Park are authorized to be deputized by the Sheriff of Mariposa County pursuant to California Government Code 26604 and 54 USC 102711.
2. The Sheriff agrees to make NPS Rangers (who are designated by the Chief Ranger) Deputy Sheriffs of Mariposa County to enforce the laws of the State of California and Mariposa County in the following situations:
 - (a) Within or on lands and waters administered by the NPS or lands and waters otherwise administered by the Federal government and where the NPS Rangers are exercising federal authority; or
 - (b) In areas within Mariposa County but outside the boundaries of the Park, El Portal or other areas administered by the NPS in situations involving an unexpected occurrence that requires immediate action as set out in NPS Reference Manual 9, Chapter 24, section 2.2.3.
3. Annually the Chief Ranger will provide the Sheriff the full name, address, and date of birth of all personnel qualified as law enforcement officers within the meaning of this Agreement, and shall promptly notify the Sheriff of any terminations, changes in duty station, or transfers by any officer possessing delegations of authority in this Agreement. The Chief Ranger will notify the Sheriff of any officers to be added to, or removed from, the list during the year. The Mariposa County Sheriff's Office will issue a Certificate of Commission as a Special Deputy, and a commission identification card to each designee.
4. The NPS must recall and return to the Mariposa County Sheriff's Office all Certificates of Commission as a Special Deputy and commission identification cards of any NPS law enforcement officer that the Sheriff or the Chief Ranger determines are no longer eligible for appointment.

5. The NPS will submit in a timely manner appropriate investigative or other reports to the Sheriff on law enforcement activities conducted under authority of this Agreement. The NPS will not refer any violations of State or local laws to the Mariposa County District attorney.
6. Only the Mariposa County Sheriffs Office will act as liaison and conduct case handling referral to the Mariposa County District Attorney.
7. The Chief Ranger will confer with the Sheriff concerning procedures for reporting and prosecuting violations of State or local law. Such procedures shall become effective and binding upon the NPS and its employees when acting under the authority of this Agreement.
8. When acting under the direction of the Sheriff, NPS Rangers deputized under the Agreement will follow the policies of the Mariposa County Sheriffs Office to the extent allowed by federal law and regulations and in NPS Policy.
9. Either the Chief Ranger or the Sheriff may, by written notice, terminate any special commission. The Chief Ranger shall immediately inform the NPS law enforcement officer.
10. NPS Rangers who have been deputized under the Agreement:
 - (a) Shall not be deemed State employees and shall not be subject to State law relating to hours of work, competitive examination, rates of compensation, and State employee benefits.
 - (b) Shall not have been convicted of a misdemeanor crime of domestic violence, as required by 18 U.S.C. 922 (g)(9).
11. When acting pursuant to this Agreement, NPS officers will be in pay status as NPS employees acting within the scope of their position as NPS officers for all purposes including the purposes of subchapter I of chapter 81 of Title 5, relating to compensation to Federal employees for work injuries.

Authorizing Deputies of the Mariposa County Sheriff's Office to be NPS Special Policemen

1. The Superintendent of the Park is authorized to appoint Deputies of the Mariposa County Sheriffs Office (hereinafter referred to as MCSO Deputies) as Special Policemen pursuant to 54 USC 102701(b).
2. The Superintendent of the Park agrees to appoint MCSO Deputies designated by the Sheriff as Special Policemen in order to assist in the enforcement of applicable federal laws within the boundaries of the Park and under the direction of the Chief Ranger or their designee.
3. Annually the Sheriff will provide to the Chief Ranger the full name, address, and date of birth of all personnel qualified as law enforcement officers within the meaning of this Agreement, and shall promptly notify the NPS of any terminations, changes in duty station, or transfers by any officer possessing delegations of authority in this Agreement. The Sheriff will notify the Chief Ranger of any officers to be added to, or removed from, the list during the year. Notice of such change in employment status shall immediately be given to the Chief Ranger. The NPS will issue

- a Certificate of Commission as a Special Policeman and a commission identification card to each designee.
4. The Mariposa County Sheriffs Office must recall and return to the NPS all Certificates of Special Policeman Certificates and identification cards of any MCSO Deputy that the Sheriff or the Chief Ranger determines are no longer eligible for appointment.
 5. The Sheriffs Office will submit in a timely manner appropriate investigative or other reports to the NPS on law enforcement activities conducted under authority of this Agreement.
 6. The Sheriff will confer with the Chief Ranger concerning procedures for reporting and prosecuting violations of Federal law. Such procedures shall become effective and binding upon the MCSO and its employees when acting under the authority of this Agreement.
 7. Only the Yosemite Chief Ranger's Office will act as liaison and conduct case handling referral to the Assistant United States Attorney and Yosemite Magistrate's court.
 8. When acting as NPS Special policemen, MCSO Deputies shall be under the direction of the Chief Ranger of the Park and shall comply with all policies of the NPS (including, but not limited to US Department of Interior DM 446, NPS Reference Manual 9, and Yosemite SOPs).
 9. Either the Chief Ranger or the Sheriff may, by written notice, terminate any Special Policeman authorization. The Sheriff shall immediately inform the MCSO Deputy.
 10. MCSO Deputies who have been delegated authority pursuant to this Agreement shall not have been convicted of a misdemeanor crime of domestic violence, as required by 18 USC 922 (g)(9).
 11. When acting pursuant to this Agreement, MCSO Deputies will be in pay status as Mariposa County employees acting within the scope of their position as California State Peace Officers and shall not be considered employees of the NPS, the United States Department of the Interior, or the United States Government, except as provided by specific federal law.

Coordination

The Chief Ranger and the Sheriff shall meet within 60 days after the signing of this Agreement, and at least once each year thereafter, for the purposes of preparing and maintaining a written SOP which addresses, at a minimum, the following areas of common interest:

1. Identifying enforcement problems in areas that may require joint enforcement operations or covert investigations.
2. Identifying the need for specialized law enforcement equipment or techniques.
3. Reviewing training programs and identification of the need for additional instruction of Federal or State laws, policies, interpretations, and other appropriate subjects.
4. Agreeing on responsibility of each party concerning chain of custody, storing, and care of seized property.

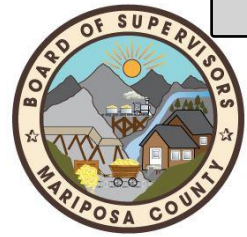
Actions to be taken by the Parties

1. The Chief Ranger and the Sheriff will jointly meet with NPS Rangers and MCSO Deputies to ensure they understand the elements of this Agreement and the responsibilities of accepting the respective authority of the other agency.
2. The Sheriff will provide the Chief Ranger with copies of State laws, regulations, and pertinent policies and interpretations. The Chief Ranger will provide the Sheriff with copies of relevant and applicable federal laws, regulations, and pertinent NPS policies.
3. The Sheriff and the Chief Ranger, subject to available resources and manpower, will provide each other with needed assistance and provide for reciprocal use of equipment for high-priority enforcement operations



MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk •



D.35

RESOLUTION - ACTION REQUESTED 2022-523

MEETING: September 13, 2022
TO: The Board of Supervisors
FROM: Keith Williams, Treasurer/Tax Collector
RE: Consolidation of General Election

RECOMMENDATION AND JUSTIFICATION:

Approve the Following Actions: (1) Consolidating the Mariposa County Unified School District, Lake Don Pedro Community Service District, John C Fremont Healthcare District, Yosemite Unified School District, and the Yosemite Alpine Community Services District Elections, and the Bass Lake Joint Union School District with the November 8, 2022 General Election, Pursuant to EC 10401; (2) Directing the County Clerk to Canvass Returns of Said Election Pursuant to EC 10411 and 15301; and (3) Directing the County Clerk to Bill in Full for the Cost of Services Performed Conducting that Portion of the Election Relating to Each of the Respective Districts.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Board of Supervisors has previously allowed the consolidation of local districts with the general elections.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

A separate election would have to be held, incurring expenses for the ballots, precinct supplies, precinct workers and staff time and costs.

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

MOVER: Marshall Long, District III Supervisor

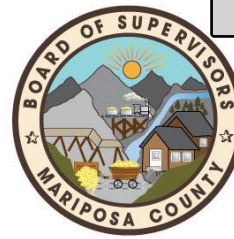
SECONDER: Wayne Forsythe, District IV Supervisor

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



MARIPOSA COUNTY

Public Works • 209-966-2498



MEETING: September 13, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Budget Action Appropriating Revenue and Expense in the CARES ACT Fund (\$8,000)

RECOMMENDATION AND JUSTIFICATION:

Approve Budget Action Appropriating Revenue and Expense in the CARES ACT Fund (\$8,000).

These funds were used for the rental of an emergency generator and sewage pumping system for the Mariposa Pines wastewater plant sewage system lift station duplex pumps.

These two sewage lift station pumps failed and were removed for repairs. While the pumps were out for repair, the emergency generator and pumping system were required to maintain wastewater service to the Mariposa Pines community.

During the FY22-23 County budget development process and prior to the Board of Supervisors (BOS) final approval of dedicating \$1,000,000 of the \$3,200,000 from the CARES ACT fund to utility infrastructure rehabilitation projects, the two Mariposa Pines sewage lift station pumps failed.

This Board action requests approval of the budget action utilizing previously BOS approved funding from the CARES ACT for utility infrastructure rehabilitation projects to fund the cost for the emergency generator and pumping system.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

RESOLUTION 2022-413 approved the usage of CARES ACT funds for the emergency repair of the Coulterville Service Area well.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Negative action would preclude the Auditor from paying the invoices associated with pump repairs at the Mariposa Pines sewer plant

FINANCIAL IMPACT:

County Service Area 1M 2022-7

Appropriating \$8,000 of CARES ACT funding to the Mariposa Pines Sewer fund will neither increase nor decrease the total amount of the General Fund.

ATTACHMENTS:

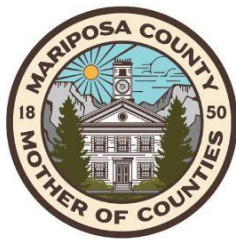
Budget Action - FY21-22 Fund 3487 (\$8k) (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

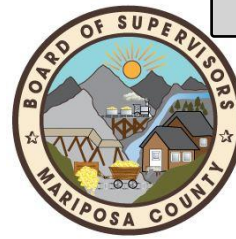
SECONDER: Rosemarie Smallcombe, District I Supervisor

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



MARIPOSA COUNTY

Public Works • 209-966-2498



MEETING: September 13, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Budget Action Decreasing Transfer Out and Increasing Prof Svcs
in for Mariposa Pines (6,968)

RECOMMENDATION AND JUSTIFICATION:

Approve Budget Action Decreasing the Transfer Out and Increasing General Professional Services for the Mariposa Pines Sewer District Fund (\$6,968).

An end-of-year shortfall in the Mariposa Pines Sewer District services and supplies category is due to the Public Works Administration Fee having been charged to General Professional Services rather than having being charged against the budgeted Transfer Out. By un-allocating the Transfer Out and increasing allocation for the services & supplies category, several invoices including PG&E can be paid.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board routinely authorizes budget actions to offset year-end categorical shortfalls.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Negative action would preclude the Auditor from paying end-of-year invoices. An alternative to this need is to transfer from the reserve fund however, it must be noted here, the use of reserves for operational expenditures is not a best practice and is not recommended in this case.

FINANCIAL IMPACT:

There is no impact to the GF

ATTACHMENTS:

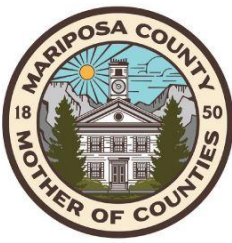
Budget Action - FY21-22 Fund 3320 (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

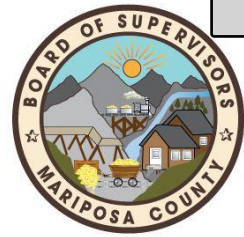
SECONDER: Wayne Forsythe, District IV Supervisor

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



MARIPOSA COUNTY

Planning · 209-966-5151



H.1

RESOLUTION - ACTION REQUESTED 2022-561

MEETING: September 13, 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.

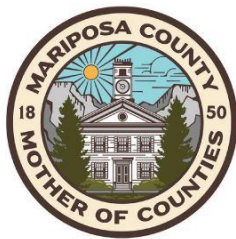
September 20, 2022, This item was brought to the Board for 5 year retention of files and was requested that the time of file retention be reduced to 2 years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Alternatives: Change age of files to be destroyed.

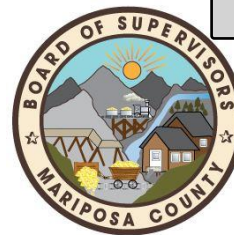
Negative Action: The physical Vacation Rental Application files will continue to be housed in the Government Center Vault, where space is extremely limited.

RESULT: WITHDRAWN AND RESCHEDULED Next: 9/20/2022 9:00 AM



MARIPOSA COUNTY

Building • 209-966-3934



RESOLUTION - ACTION REQUESTED 2022-524

MEETING: September 13, 2022

TO: The Board of Supervisors

FROM: Debra Willis, Building Director

RE: Approve or Deny Requested Fee Waiver from the Northern Mariposa County History Center

RECOMMENDATION AND JUSTIFICATION:

Waive Building Permit Fees in an Amount Not to Exceed \$3772 Associated with Grading Permits for 10303 & 10307 Highway 49 N and 4990 West Street.

On August 16, 2022 Building received a letter from Lynn Breshears, Board Member of the Northern Mariposa County History Center (NMCHC) requesting that permit fees be waived for two grading permits due to financial hardship.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On January 25, 2022 the Board approved Resolution No. 22-61 (Approving Building Department Fees effective 4/1/22; there are no fee waiver provisions in the current fee schedule).

On August 16, 2022, the Board approved a waiver of the Planning Department fees to process a Historic Design Review Application.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Alternatives: The Board can approve or deny the requested waiver.

A negative action is a denial of the fee waiver request and will mean that NMCHC will be responsible to pay the full amount required for building permit fees for the projects on Highway 49 N & West Street.

Alternative actions include modifying the total amount to be waived.

ATTACHMENTS:

fee waiver request (PDF)

RESULT: ADOPTED AS AMENDED [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
August 16, 2022

To Whom it May Concern:

On behalf of the Northern Mariposa County History Center I am requesting a fee waiver for a grading permit.

The NMCHC is a non-profit that has been unable to hold its usual fundraisers for the last several years. Due to the pandemic, both membership and volunteerism are down, and we are losing approximately \$2,000 a month after paying our on-going bills.

The project that we are working on will be of great benefit to our community. It involves the grading of 2 1/2 acres of land that was gifted to the history center by the descendants of one of Coulterville's original families.

This plan is conceptual and dependent upon funding.

Phase 1 of the plan starts with grading the slope away from existing buildings to they can be properly accessed. Currently, one door of the history center is not usable and the antique vehicle barn can only be viewed from one side, when two was intended. This phase of the plan also includes grading for a handicapped accessible walking path and leveled areas where future exhibits will be placed.

Phase 2 will involve the creation of exhibits that highlight this area's industries during the Gold Rush, including mining, freighting, logging, and ranching. Many original pieces already in storage will be displayed and curated. Heirloom fruit trees, roses, and Victorian garden flowers, as well as native/Miwok used plants will add to the design.

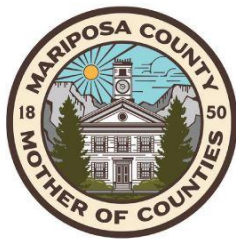
One very important aspect of our concept is a new storage facility and parking lot. Currently our collections reside in 3 places; the attic above the office, a damp, 170+ year-old-basement, and two rented rooms in the Old Schoolhouse. The parking that visitors currently use in front of the history belongs to the county.

The board of the history center hopes to use the acreage as an event and teaching center that will help to revitalize our small town by bringing more visitors to the area and increasing their knowledge of this part of California history.

This letter comes directly to you because we currently do not have a district supervisor to support our interests.

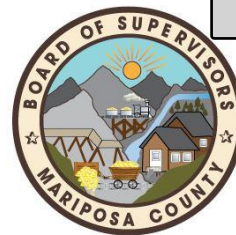
Thank you for your consideration of a grading permit fee waiver.

Lynn Breshears, Board member, NMCHC



MARIPOSA COUNTY

Administration • 966-3222



ORDINANCE 2022-1179

MEETING: September 13, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Interim Urgency Ordinance Establishing Code for Debris and Hazard Tree Removal (Alternative Program)

RECOMMENDED ACTION AND JUSTIFICATION:

Adopt an Interim Urgency Ordinance Establishing Procedures and Requirements for Fire Debris and Hazard Tree Removal (The Alternative Program).

This action will establish the **Alternative Program**, which is required for the County's partnership with the California Governor's Office of Emergency Services for the Oak Fire Disaster Response (see Section II.J, County Responsibilities in the State of California Debris Removal Program Guidance for Counties).

To aid in the recovery efforts of counties which have experienced devastating losses due to wildland fires, the California Governor's Office of Emergency Services established the State Consolidated Debris and Hazard Tree Removal Program. In this program, counties work with the State to conduct wildfire debris and/or tree removal at no cost to the property owner (State Consolidated Program). As a participant and partner of the State in the execution of the program, **Mariposa County must perform certain tasks**. One of those requirements is the establishment of specific requirements for a property owner who chooses not to participate in the State Consolidated Program. This is referred to as the Alternative Program.

This ordinance establishes procedures and requirements for fire debris and hazard tree removal, when a fire has damaged or destroyed a structure or structures, and the property owner is responsible for removal of the fire debris and/or hazard trees. The requirements are based on state and federal standards. The ordinance prohibits issuance of building permits to the affected property, until all fire debris and hazard tree cleanup is completed on the affected property.

Once the urgency ordinance is adopted, it will be in place for Oak Fire property owners who choose not to participate in the State Consolidated Program. Staff intends to pursue adoption of the ordinance through the regular procedures as well, so that procedures and requirements will also be in place in the future, for fires which impact a single property owner.

The County currently has these procedures in place for fire debris removal (such as when a single property is impacted), but it is established by a policy document, not a regulatory document.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

July 26, 2022: Resolution No. 2022-434 ratifying the July 23rd, 2022 Proclamation by the Director of Emergency Services of the County of Mariposa, State of California, Proclaiming the Existence of a Local Emergency (due to the Oak Fire)

July 26, 2022: Resolution No. 2022-4352 ratifying the July 22nd, 2022 Declaration of a Local Health Emergency by the County Health Officer (due to the Oak Fire)

August 30, 2022: Interim Urgency Ordinance No. 1178 adopted establishing Procedures and Requirements for Oak Fire Debris and Hazard Tree Removal

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Alternative: Amend text of draft Interim Urgency Ordinance.

Negative Action: Do not adopt Interim Urgency Ordinance. The County would not have the Alternative Program established as required for partnering with the State for the Debris and Hazard Tree Removal Program. Sites impacted by the Oak Fire may not be properly remediated.

ATTACHMENTS:

State Guidance For Counties 2021 (PDF)

220913 Summary of Urgency Ordinance for Chapter 8.64 Publication (DOC)

220913 Urgency Ordinance-Alternative Program Fire Debris and Tree Removal FINAL(DOCX)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

State of California Debris Removal Program

Guidance for Counties

I. PURPOSE AND BACKGROUND.

To aid in the recovery efforts the County, the California Governor's Office of Emergency Services (State) established the State Consolidated Debris and Hazard Tree Removal Program (Program), wherein the County will work with the State and, as applicable, the Federal Emergency Management Agency (FEMA) to conduct wildfire debris and/or tree removal.

As a participant and partner of the State in the execution of this Program, the County must perform certain tasks as outlined by this Guidance.

II. COUNTY RESPONSIBILITIES.

A. URGENCY ORDINANCE AND ABATEMENT.

1. The County will ensure requirements in their urgency ordinance are consistent with the Program. A model urgency ordinance is attached here as Exhibit A for the County's reference. The County's urgency ordinance should, at a minimum, contain the following elements:
 - a. An acknowledgement and recognition of the County Public Health Declaration finding that the fire debris, including hazard trees, constitutes an imminent health and safety threat and a public nuisance.
 - b. A requirement that each property owner who's property contains wildfire debris choose an option for remediating the condition on their property, either through the Program or through a private option.
 - c. A delegation of authority to the appropriate County department to develop criteria and metrics for a private cleanup option.
 - d. A notice to all affected property owners that any remaining debris will trigger abatement procedures and costs of removal will be levied against property owners.
2. The County will amend any portion of their urgency ordinance that conflicts with the Program. Cal OES recommends consultation between County Counsel and Cal OES legal prior to publishing urgency ordinance.
3. The County must pursue and execute abatement warrants for property owners who do not enter the Program or pursue an

approved private option (Alternate Program).

B. RIGHT-OF-ENTRY FORMS (ROEs).

1. Cal OES legal will provide an approved ROE template for use by County. County must accept the template as written without modification aside from personalization and placing the template on County letterhead.
2. The County will open and staff a ROE collection and processing center or provide an alternative method of soliciting ROEs and ROE withdrawal forms and answering questions regarding ROEs and the Program.
3. The County will ensure property owners provide homeowner's insurance information as required in the ROE form.
4. The County will collect, review, vet, and verify property ownership and sign off on ROE forms, owner transfer affidavits, ROE withdrawal forms and property owner insurance policies.
5. The County will, to the extent practicable, collect ROEs from all property owners interested in the Program by the target dates established by the State.
6. The County will transfer ROEs on a rolling basis to State debris-planning team via the State-provided system once local jurisdiction has verified that each ROE is signed by the legal property owner(s) and that the parcel contains an eligible structure, potentially eligible hazard trees, or both.
7. The County will respond to public inquiries regarding the ROE and the Program.

C. DUPLICATION OF BENEFITS - INSURANCE COLLECTION.

1. The County will make reasonable efforts to collect available insurance proceeds from all insured property owners.
2. Upon processing of the ROE form, County will notify the insurer by certified mail (Insurer Notice) of the existence of the Program, that the insured has opted to participate in the Program, and that the insured has assigned their benefits to the County. Upon completion of the mission, the State will provide per parcel cost information to

the County to facilitate this process, and the County will forward that information to the insurer.

3. In the Insurer Notice, the County will demand payment for reimbursement with the following limitations.
 - a. Payment will only be made pursuant to a specific debris removal provision in the policy. If such a specific coverage provision exists, reimbursement shall be limited to the particularized debris removal costs for the insured property, or the coverage limits under the debris removal provision, whichever is lower. Further, other documented costs of the property owner for the removal of debris related to the wildfires that are not removed as part of the Program, incurred within six (6) months of the Insurer Notice, shall take priority over reimbursement for the Program. However, any remaining amounts shall be payable to the local jurisdiction.
 - b. If debris removal coverage is contained as a portion of the total amount available for rebuilding, all rebuilding and other debris removal costs incurred within four (4) years of the Insurer Notice shall take priority over reimbursements for the Program. In other words, if the cost of rebuilding equals or exceeds the policy limits, no insurance payment to the program will be required and the owner shall bear no liability for any program costs. However, any remaining amounts shall be payable to the County.
 - c. If debris removal coverage is contained as a portion of the total amount available for rebuilding, and the homeowner decides not to rebuild, no insurance payment to the State Consolidated Debris Removal Program will be required and the property owner shall bear no liability for any program costs.
4. If no payment or response is received from the insurer, the County will continue to pursue contact with the insurer until affirmative contact is made.
5. If the insurer indicates that payment has been made to the policyholder, the County will make a request in line with the above sections by certified mail to the policyholder requesting remittance of unused policy funds.

6. The County will not be required to pursue collection of insurance proceeds beyond the homeowner's insurance proceeds.
7. Should the County engage a contractor to administer the insurance collection process, the costs associated with this contract may be eligible for reimbursement by FEMA and the State subject to the local cost share assuming all applicable local, state, and federal procurement procedures and rules are followed.
8. Once the County has exhausted its efforts to collect the available proceeds, it shall remit the insurance proceeds to the State with accompanying documentation identifying the homeowner, the insurance company, the property address, debris removal completion date and amount remitted per parcel.
9. When a property participating in the Program is transferred to a new owner, the County should seek reimbursement from the policy in effect during the insurable event.

D. COST SHARE. The County agrees to remit 25 percent of the non-federal share of the FEMA Public Assistance costs for the jurisdiction under the Program, except as otherwise documented. In State-only funded events, the County agrees to remit the appropriate local cost share as provided by the California Disaster Assistance Act and corresponding regulations.

E. COUNTY LIAISON.

1. The County will provide a liaison to the Debris Removal Operations Center (DROC) while the Program is active in that jurisdiction.
2. The liaison may work remotely from the DROC.
3. The liaison will attend debris operations meetings for updates on and progress of the Program and provide any local input necessary to facilitate debris operations.

F. HOMEOWNER PERSONAL PROPERTY.

1. The County will intake, store, and manage the personal property discovered during debris operations.

2. The County will notify and distribute property to the appropriate owner.

G. VIN VERIFICATION. The County will verify Vehicle Identification Number for damaged or destroyed vehicles.

H. COUNTY LAW ENFORCEMENT (LE) AND OTHER ASSISTANCE.

1. LE will take onsite possession of any firearms. LE will store and return to property owners to dispose of firearms discovered during debris removal operations.

I. FINAL SIGN-OFF (FSO) AND RETURN OF PROPERTY.

1. The County will receive FSO from the State when the property completes the Program.
2. The County will be responsible for officially informing owner of status of property and returning the property to the owner.

J. ALTERNATE PROGRAM (OPT-OUT PROGRAM).

1. The County will establish, at its discretion, an Alternate Program (or opt-out program).
2. Alternate Programs permit property owners to remove dire debris and hazard trees on their own or with professional contractors.

III. RECORDS RETENTION. The County will retain Program records for at least three (3) years from the date that the State submits to FEMA the final expenditure report. If, however, there is any litigation, claim, negotiation, audit, request for information, or other action involving the project or subaward that starts before that date, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the 3-year period, whichever is later.

MARIPOSA COUNTY BOARD OF SUPERVISORS

SUMMARY OF ORDINANCE NO. ____ AN INTERIM URGENCY ORDINANCE ESTABLISHING PROCEDURES AND REQUIREMENTS FOR FIRE DEBRIS AND HAZARD TREE REMOVAL

Notice is hereby given that on Tuesday, September 13th, 2022, at a regular meeting, the Mariposa County Board of Supervisors adopted Ordinance No. ____, an interim urgency ordinance establishing procedures and requirements for Fire Debris and Hazard Tree Removal:

- Section I:** Establishes procedures and requirements for Fire Debris and Hazard Tree Removal, including definitions, requirements for a hazardous materials inspection, application and permit requirements, cleanup protocols and specifications, soil sampling requirements, erosion and dust control requirements, storage and transport requirements, and debris disposal requirements. These requirements are the Alternative Program required for the County's partnership with the Governor's Office of Emergency Services for Oak Fire Debris and Hazard Tree Cleanup.
- Section II:** Establishes public safety, health and welfare findings to support adoption of the Interim Urgency Ordinance.
- Section III:** Establishes consequences for failure to adopt the Interim Urgency Ordinance.
- Section IV:** Establishes Board declaration of necessity of adoption of the Interim Urgency Ordinance.
- Section V:** Establishes that the Interim Urgency Ordinance shall be effective immediately.
- Section VI:** Establishes exemption findings for adoption of the Interim Urgency Ordinance pursuant to the California Environmental Quality Act (CEQA).
- Section VII:** Establishes that the urgency ordinance shall govern if there are conflicts with other county regulations.
- Section VIII:** Establishes publication and posting provisions for Interim Urgency Ordinance action.

A certified copy of the full text of this ordinance is posted for public review in the Office of the Clerk of the Board of Supervisors at 5100 Bullion Street, Mariposa, California, and is available for public inspection and copying in that office in accordance with the California Public Records Act, Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1.

Voting on the Ordinance was as follows:

AYES:
NOES:
ABSENT:

DANIELLE BONDSHU
Clerk of the Board

MARIPOSA COUNTY ORDINANCE NO. 1179

AN INTERIM URGENCY ORDINANCE ESTABLISHING PROCEDURES AND REQUIREMENTS FOR FIRE DEBRIS AND HAZARD TREE REMOVAL

WHEREAS this Interim Urgency Ordinance shall establish procedures and requirements for the Removal of Fire Debris and Hazard Trees resulting from the Oak Fire under the Alternative Program and addresses the Local Health Emergency as set forth in the July 22nd, 2022, Declaration by the County Health Officer, which was ratified by the Board of Supervisors on July 26th, 2022; and

WHEREAS, on Friday, July 22, 2022, at approximately 2:00 p.m., a fire broke out at 4966 Carstens Road in Midpines, approximately five (5) miles east of the town of Mariposa. The Oak Fire rapidly expanded toward the south/southeast, toward Triangle Road, Darrah Road, Silva Road, Lushmeadows, Jerseydale, Bootjack and Ponderosa Basin. Over 200 structures were ultimately destroyed by the Oak Fire, with 127 of those being residential dwelling units; and

WHEREAS, on Saturday, July 23rd, 2022, the Director of Emergency Services of the County of Mariposa, State of California proclaimed the existence of a Local Emergency due to the Oak Fire; and

WHEREAS, on Tuesday, July 26th, 2022, the Board of Supervisors ratified the Director of Emergency Services' July 23rd, 2022, proclamation of the existence of a Local Emergency due to the Oak Fire; and

WHEREAS, on Friday, July 22nd, 2022, the County Health Officer declared a Local Health Emergency due to the Oak Fire; and

WHEREAS, on Tuesday, July 26th, 2022, the Board of Supervisors ratified the County Health Officer's declaration of a Local Health Emergency due to the Oak Fire; and

WHEREAS, on Saturday, July 23rd, 2022, pursuant to Government Code section 8625, California Governor Newsom declared a State of Emergency in the County of Mariposa, due to the Oak Fire; and

WHEREAS, in destroying private structures, the Oak Fire has created an accumulation of Fire Debris, much of which has been determined to be contaminated with heavy metals and asbestos; and

WHEREAS the potential for widespread toxic exposures and threats to public health and the environment exist in the aftermath of a major fire disaster. Debris and ash from residential structure fires contain hazardous substances that may lead to acute and chronic health problems and may have serious environmental impacts; and

WHEREAS the combustion of building materials such as siding, roofing tiles, and insulation results in dangerous ash that may contain asbestos, heavy metals, and other hazardous materials. Household hazardous waste such as paint, gasoline, cleaning products, pesticides, and other chemicals that may have burned in the fire also produce hazardous materials; and

WHEREAS exposure to hazardous substances may lead to acute and chronic health effects and may cause long-term public health and environmental impacts; and

WHEREAS uncontrolled hazardous materials and debris pose significant threats to public health through inhalation of dust particles and contamination of drinking water supplies. Improper handling of hazardous materials can expose workers to toxic materials, and improper transport and disposal of Fire Debris can spread hazardous substances throughout the community; and

WHEREAS, dead and dying trees damaged by the Oak Fire and at risk of falling may threaten the health, safety and welfare of workers conducting debris removal and residents of the affected properties, as well as the general public if the trees are at risk of falling onto a public right of way or public infrastructure; and

WHEREAS the anticipated start of the rainy season offers little time to mitigate further environmental contamination resulting from the fire, including contamination of the watershed, and, therefore, time is of the essence in removing hazardous waste, Fire Debris and Hazard Trees from affected properties; and

WHEREAS, pursuant to Article XI, section 7 of the California Constitution and Government Code section 25845, the County may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety and welfare of its residents; and

WHEREAS Government Code section 25123(d) authorizes the adoption of an interim urgency ordinance for the immediate preservation of the public peace, health, or safety, where there is a declaration of the facts constituting the urgency and the ordinance is adopted by a four-fifths vote of the Board; and

WHEREAS, the Board of Supervisors has determined there is an urgent need to mitigate the harm to public health and the environment from the improper disturbance, removal, transport and/or disposal of hazardous waste, Fire Debris and Hazard Trees resulting from the Oak Fire, to create and implement clear standards and procedures for Removal of Fire Debris and Hazard Trees by property owners, and to facilitate coordinated, timely, and effective mitigation of the risks to public health and the environment from the health hazards generated by the Oak Fire; and

WHEREAS, when the County partners with the California Governor's Office of Emergency Procedures to address a local fire emergency, the state requires that the county have adopted regulations establishing procedures and requirements for the Removal of Fire Debris and Hazard Trees adopted for the Alternative Program (when a property owner does not participate in the State's Consolidated Program); and

WHEREAS, as a result of the lack of procedures and requirements adopted by ordinance to address the Removal of Fire Debris and Hazard Trees requirements for property owners, an Interim Urgency Ordinance is necessary to protect the public safety, health and welfare of the citizens of Mariposa County as delineated in the finding below; and

WHEREAS there is no feasible alternative to enactment of this Ordinance that will satisfactorily mitigate or avoid the identified impacts to the public health, safety and welfare with a less burdensome or restrictive effect; and

WHEREAS, during this interim urgency period, county staff is directed to prepare and process necessary documents, including an ordinance and CEQA determination, for Fire Debris and Hazard Tree Removal through the regular ordinance adoption process. Staff is directed to process this project pursuant to County Code, which includes scheduling and noticing public hearings for the Board of Supervisors.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, a political subdivision of the State of California, does ordain as follows:

Section I: During the dates this Interim Urgency Ordinance and any extension thereof is effective, the provisions for Fire Debris and Hazard Tree Removal, as shown in Attachment 1, shall be applicable.

Section II: The purpose of this Interim Urgency Ordinance is to protect the public safety, health and welfare of the citizens of Mariposa County and is based upon the following finding:

The Board of Supervisors hereby finds and declares that the ordinance promotes public health, safety, and general welfare of County residents by providing clear requirements for property owners who are removing hazardous Fire Debris and Hazard Trees from their property as a result of the Oak Fire.

Section III: Failure to adopt this ordinance may result in significant human health and safety impacts to Mariposa County residents impacted by the Oak Fire.

Section IV: Based on the foregoing, the Board of Supervisors does hereby declare this Interim Urgency Ordinance is necessary to protect the public health, safety, and welfare following a locally declared disaster.

Section V: This Ordinance shall take effect immediately upon its approval by at least four-fifths vote of the Board of Supervisors pursuant to Government Code section 25123(d), and shall remain in effect until the later of the cleanup of all Fire Debris on all fire-damaged properties from the Oak Fire or the completion of all enforcement matters related to this Ordinance, if any.

Section VI: Adoption of this Interim Urgency Ordinance is exempt from the provisions

of the California Environmental Quality Act (“CEQA”) pursuant to California Public Resources Code section 21080(b)(3), which applies to projects undertaken, carried out by, or approved by a public agency to maintain, repair, restore, demolish, or replace property or facilities damaged or destroyed as a result of a disaster in a disaster-stricken area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act, Government Code sections 8550 et seq., and Government Code section 21080(b)(4) regarding specific actions necessary to prevent or mitigate an emergency. These exemptions are also established by State CEQA Guidelines section 15269(a) and (c). The Oak Fire and its aftermath constitute a sudden unexpected occurrence, involving clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services under California Public Resources Code section 21060.3 and State CEQA Guidelines section 15359.

Section VII: If any portion of this Interim Urgency Ordinance conflicts with any existing Mariposa County Code, this Ordinance shall take precedence.

Section VIII: An accurate summary of this Ordinance shall be published once before the expiration of fifteen (15) calendar days after said passage, with the names of the Supervisors voting for or against the same, in the *Mariposa Gazette*. A certified copy of the full text of this Ordinance shall be posted at the Office of the Clerk of the Board of Supervisors at 5100 Bullion Street, Mariposa, CA, and shall be available for public inspection and copying in that office in accordance with the Public Records Act, Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1.

PASSED AND ADOPTED on this 13th day of September 2022 by the following vote:

AYES:	SMALLCOMBE, LONG, FORSYTHE, MENETREY
NOES	NONE
ABSTAINED:	NONE
EXCUSED:	NONE

Rosemarie Smallcombe, Chair
 Mariposa County Board of
 Supervisors

ATTEST:

APPROVED AS TO FORM:

Danielle Bondshu
 Clerk of the Board

Steven W. Dahlem
 County Counsel

ATTACHMENT 1

Fire Debris and Hazard Tree Removal

Sections:

- I. Purpose
- II. Definitions
- III. Prohibition on Removal of Fire Debris
- IV. Removal of Fire Debris and Hazard Trees
- V. Building Permits
- VI. Severability and pre-emption

I. Purpose.

A. The purpose of this ordinance is to establish procedures and requirements for Removal of Fire Debris and/or Hazard Trees, when a fire has damaged or destroyed a structure or structures, and the property owner is responsible for removal of the fire debris and/or hazard trees.

B. This ordinance is also established to provide the "Alternative Program" for properties impacted by a declared Local Emergency, when the California Governor's Office of Emergency Services is partnering with the County to respond to the emergency, and the property owner does not participate in the State Consolidated Program.

II. Definitions.

The following terms as used in this ordinance shall have the following meanings, unless the context in which a term is used plainly requires another meaning:

A. "Alternative Program." The term "Alternative Program" shall mean the requirements for inspections, clean up and disposal established by the County of Mariposa for property owners that opt out of or are ineligible for a Consolidated Program following a declared Local Emergency.

B. "Board." The term "Board" means the Mariposa County Board of Supervisors.

C. "Consolidated Debris and Hazard Tree Removal Program" or "Consolidated Program" means the Fire Debris and Hazard Tree Removal Program operated by Mariposa County for a declared Local Fire Emergency in conjunction with the California Governor's Office of Emergency Services and involving the removal and disposal of Fire Debris and Hazard Trees on eligible private property at no cost to the property owner.

D. "County." The term "County" means the County of Mariposa.

E. "County Building Official." The term "County Building Official" means the Mariposa County Building Director.

F. "County Health Officer." The term "County Health Officer" means the Mariposa County Public Health Officer.

G. "Director." The term "Director" means the Director of the Environmental Health Unit of the Mariposa County Health and Human Services Agency.

H. "Fire Debris." The term "Fire Debris" means ash or other debris resulting from a fire that is intended to be discarded but does not include structures or portions thereof.

I. "Hazard Trees." The term "Hazard Trees" means wildfire or fire-damaged trees that have been so damaged by a fire that their structural integrity is compromised, and they pose an immediate threat of falling onto work crews or obstructing their access to the debris clearance site or falling onto a public right of way or a public improved property.

J. "Removal of Fire Debris and Hazard Trees." The term "Removal of Fire Debris and Hazard Trees" includes all cleanup of debris from structures and Hazard Trees resulting from a fire, including removal, transport and disposal of Fire Debris and Hazard Trees.

III. Prohibition on Removal of Fire Debris.

A. No Removal of Fire Debris and/or Hazard Trees shall occur unless and until a hazardous materials inspection meeting applicable Department of Toxic Substances Control guidelines has been conducted.

B. The Director may authorize Removal of Hazard Trees from vacant properties or properties on which no structures were damaged without a hazardous materials inspection, subject to the other requirements of this Ordinance.

IV. Removal of Fire Debris and Hazard Trees.

Property owners who are removing Fire Debris and/or Hazard Trees shall follow all procedural requirements and shall comply with all protocols and specifications described herein.

A. Application and Submittal Requirements

1. The owner or contractor shall submit a demolition permit application to the County Building Department.

2. Once the demolition permit has been issued by the County, the owner or contractor may begin the Removal of Fire Debris and/or Hazard Trees process.

3. After the debris removal process has been completed, the owner or contractor shall hire a certified consultant who shall collect soil samples pursuant to the protocols established herein.

4. When the soil testing results comply with the cleanup protocols and requirements, the owner or contractor shall submit the results to the Director for review and approval.

B. Cleanup Protocols

1. Pre-Debris Removal

a) Notify USA Underground or Underground Service Alert.

b) Secure all utilities.

c) Identify and flag all property corners; secure and protect any existing survey monuments.

d) Thoroughly wet down the Fire Debris before any removal activities begin. The Fire Debris site shall be wetted down twenty-four (24) hours before debris activities begin.

e) Identify and flag septic tank and leach field locations on each property.

f) Identify and flag water wells or other water sources.

g) Field measure and record foundation area.

h) Identify other property-specific hazards (i.e., swimming pools, propane tanks, Hazard Trees) and flag if necessary.

i) Identify, sample, analyze, and remove bulk asbestos containing materials using a Certified Asbestos Consultant or Contractor.

2. Fire Debris Removal

a) Complete Notifications identified in the Pre-Debris Removal section.

b) Wet the site down again before beginning removal activities.

c) Use appropriate personal protective equipment.

d) Remove vehicles for recycling or disposal. Check with California Department of Motor Vehicles (DMV) and the homeowner before destruction.

e) Collect, consolidate, and remove metals for recycling.

f) Remove Fire Debris and soil for disposal.

g) Remove three (3) to six (6) inches of soil under the Fire Debris (ash).

h) Remove concrete foundations for recycling. If foundations are left, contact the County Building Department for further instruction.

i) Driveways may remain in place, when appropriate, to aid in rebuilding and erosion control. Driveways can be removed and replaced by the home builder as a last step of the rebuilding process.

j) Remove Hazard Trees for recycling or disposal.

k) Finish grading/smoothing ground surface.

3. Confirmation Sampling

a) Sample and analyze soil by using a certified consultant.

b) Compare soil results to cleanup goals (2X background for metals).

c) If results exceed cleanup goals, remove a 10-foot by 10-foot area three (3) to six (6) inches deep of soil surrounding the failed soil sample and re-sample.

d) If results are less than cleanup goals, prepare for final erosion control and certification.

4. Implement Erosion Control

Implement storm water best management practices to control sediment runoff and promote vegetation from each remediated property in the area where destroyed structures were cleaned up.

C. Cleanup Specifications

1. Fire Debris

- a) Shall be transported to and disposed of at an approved lined, Class III landfill.
- b) Fire Debris shall be wetted, wrapped with plastic sheeting, taped closed, and covered with a tarp to eliminate the release of dust during transport.
- c) Property owners or contractors shall contact the landfill operator prior to hauling the Fire Debris waste to assure its acceptance.
- d) A receipt for waste disposal shall be obtained from the landfill operator and a copy provided to the Director as part of the final permit closure process.

2. Dust control

Fire Debris shall be thoroughly wetted prior to removal. Hoses with fine spray nozzles shall be used to apply water to the work site prior to and during active Fire Debris removal. The materials shall also be wetted while being loaded into trucks to prevent visible dust from crossing property lines. Care shall be taken to avoid excessive use of water in order to prevent runoff. Any runoff produced shall be contained onsite.

3. Erosion Control

- a) Best management practices shall be used to prevent Fire Debris or soil from washing into the street, road, drainage courses and culverts, or onto neighboring properties.
- b) Stockpiled materials that are not immediately loaded for transport shall be handled and stored on site in such a manner as to avoid offsite migration. This may include wetting and covering the Fire Debris until it is loaded and transported.

4. Hazard Trees

Trees that pose a hazard to the home site or to workers during Fire Debris removal activities, or that will pose a hazard during reconstruction activities, or that will pose a hazard to public roads shall be removed. Trees may be cut and set aside for firewood or taken off site and recycled per owner's instruction.

5. Hazardous materials

Hazardous materials encountered, such as gas cylinders, propane tanks, drums, batteries, etc., shall be set aside for separate disposal and not placed in the debris or ash waste stream.

6. Cleanup Sampling

- a) Soil shall be sampled and analyzed to verify that cleanup standards have been met.
- b) Following removal of all Fire Debris and impacted soil from the site, soil samples shall be collected from the impacted structure area. Sample collection shall be performed by a California Professional Geologist, Registered Civil Engineer or other appropriately licensed professional as approved by the Director. A report of analytical results shall be prepared by this professional and a copy provided to the Director.
- c) Confirmation samples will be collected from the impacted structure area in native soil, at random locations. The selection of the random samples shall be based on a 10-foot by 10-foot grid overlay of the impacted area with the number of samples to be

collected based on the square footage of the area impacted as follows (in square feet or sf):

- | | | |
|------|--------------|--|
| i. | <2000 sf | 2 samples |
| ii. | 2001-3000 sf | 3 samples |
| iii. | 3001-4000 sf | 4 samples |
| iv. | >4000 sf | 1 sample per 1000 additional square feet or fraction thereof |

d) Samples are to be analyzed by a California State Certified Laboratory for heavy metals (*California Assessment Manual (CAM) 17 metals TTLC procedures, EPA Method 6010B*).

e) Samples must meet a cleanup goal as established by the current disaster Debris Removal Operations Plan for the Consolidated Program. If the cleanup is not the result of a declared disaster, the Director shall establish clean up goals based on known background levels of CAM 17 metals. If there are no known background levels available, the Director may require background samples to be taken in an area at least 150 feet away from any impacted structure.

f) If soil sample analyses indicate that cleanup goals have not been achieved, then additional excavation and sampling may be required.

V. Building Permits.

No building permit from the county to demolish, repair, or reconstruct a structure that has been damaged or destroyed by a fire shall be issued until the Fire Debris and/or Hazard Trees cleanup is completed on the affected property in accordance with this ordinance. Any permit for the demolition, repair, or reconstruction of a structure that has been damaged or destroyed by a fire shall be held in abeyance and not acted upon until Fire Debris and/or Hazard Trees cleanup is completed on the affected property and completion is confirmed to the County Building Official by the Director. This restriction may also apply to permits for power and/or well and/or septic system repair on impacted parcels. Notwithstanding the foregoing, a demolition or miscellaneous permit issued by the County Building Official may be required for Removal of Fire Debris and Hazard Trees for work involving the removal of buildings, structures, or portions thereof, as determined by the Director.

Vi. Severability and pre-emption.

A. If any section, subsection, sentence, clause, or phrase of this ordinance, is for any reason held to be invalid, unlawful, or unconstitutional, such invalidity or unconstitutionality shall not affect the validity, lawfulness, or constitutionality of any or all other portions of this ordinance.